



# **USAID | AFGHANISTAN**

FROM THE AMERICAN PEOPLE

**Issuance Date:** January 11, 2015  
**Deadline for Questions:** January 20, 2015, 17:00, Kabul Time (08h30 Washington time)  
**Closing Date:** March 12, 2015  
**Closing Time:** 17:00, Kabul Time (08h30 Washington time)  
**Subject:** Request for Proposal# SOL-306-15-000014 – Promote Scholarship Activity

To All Prospective Offerors:

The United States Government, represented by the U.S. Agency for International Development (USAID), is seeking proposals from qualified organizations to implement the Promote Scholarship activity to support the Government of the Islamic Republic of Afghanistan (GIROA) to increase women's equality and empowerment through expanded educational opportunities, as described in Section C of the attached Request for Proposals (RFP).

USAID/Afghanistan anticipates awarding one cost reimbursement completion-type contract as a result of this solicitation covering an estimated period of five (5) years, subject to availability of funds and demonstration of successful performance. Offerors must propose costs that they believe are realistic and reasonable for the work described herein. The range of the contract (cost and fee) is between \$16 and \$19 million.

This procurement will be conducted under full and open competition procedures, pursuant to Part 15 of the Federal Acquisition Regulation (FAR) (48 CFR Chapter 1). If your organization decides to submit a proposal in response to this solicitation, it must be submitted in accordance with Section L of this RFP. Offerors must also carefully review Section M - Evaluation Factors for Award. Sections B through I of the solicitation will become a substantive part of the anticipated contract with blanks to be completed by the Contracting Officer upon award.

It is the responsibility of the recipient of this solicitation to ensure that the solicitation has been received from the Federal Business Opportunities (FedBizOpps) website in its entirety. USAID bears no responsibility for data errors resulting from download or conversion processes.

An Interested Vendor List is not included in this solicitation. Offerors can register and use the Interested VendorList (IVL) on the Federal Business Opportunities (FedBizOpps) website. This is a useful tool so that firms can contact one another for consideration of teaming arrangements and/or small business subcontracting opportunities in response to this solicitation

Proposals must be signed by an official who is authorized to bind the offeror's organization. All proposals in response to this solicitation will remain available for acceptance by USAID for a minimum of one hundred and eighty (180) calendar days. Proposals must be submitted by the designated date and time indicated in Block 9 of the RFP cover page (Standard Form 33). Proposals received after the closing date and time will be processed as late and handled in accordance with FAR 15.208.

Any questions regarding this RFP are to be submitted in writing to the following e-mail address: [aruble@state.gov](mailto:aruble@state.gov) and [meburgos@state.gov](mailto:meburgos@state.gov) by the date and time specified above. Oral instructions or

explanations given before the award of the contract resulting from this solicitation will not be binding. Answers to all Offerors' questions will be provided in writing at the Federal Business Opportunities (FedBizOpps) website.

If substantive questions are received, which affect the responses to the solicitation, or if changes are made to the closing date and time, as well as any other aspects of the RFP, this solicitation will be amended. Any amendments to this solicitation will be issued and posted on the Federal Business Opportunities (FedBizOpps) website. Offerors are encouraged to check this website (<http://www.fbo.gov>) periodically.

**Only electronic proposals will be accepted in response to this RFP**, sent to the following e-mail addresses: [aruble@state.gov](mailto:aruble@state.gov) and [meburgos@state.gov](mailto:meburgos@state.gov). For detailed submittal instructions, please refer to Section L. No other forms of submission will be accepted.

Issuance of this solicitation does not in any way obligate the U.S. Government to award a contract nor does it commit the U.S. Government to pay for costs incurred in the preparation and submission of a proposal.

Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the U.S. Government. USAID anticipates award of one contract under this solicitation.

Thank you for your interest in USAID programs.

Sincerely,

/s

Michael F. Capobianco  
Contracting Officer

## **PART I – THE SCHEDULE**

### **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

#### **B.1 PURPOSE**

The objective of the Promote Scholarship Sector Resiliency Project is to support increase women's equality and empowerment through expanded educational opportunities through accomplishing the results, conducting the activities, providing the deliverables and performing the services specified in Section C.

#### **B.2 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT**

- (a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is \$TBD. The fixed fee, if any, is \$TBD and the estimated cost plus all fixed fee, if any, is \$TBD.
- (b) Within the estimated cost plus all possible fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable and allocable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$ TBD. The Contractor must not exceed the aforesaid obligated amount.
- (c) Funds obligated hereunder are anticipated to be sufficient through TBD.

#### **B.3 CONTRACT BUDGET**

TBD

#### **B.4 INDIRECT COSTS**

For the Prime Contractor:

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs will be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
TBD		1/	1/	1/

1/Base of Application:

Type of Rate: Predetermined

Period:

For Major Subcontractor(s)\*

\* "Major subcontractor(s)" are those subcontractors whose costs exceed 15 percent of the contract value or who are otherwise defined by the prime to be essential to successful project implementation.

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs will be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate

bases:

Description	Rate	Base	Type	Period
TBD		1/	1/	1/

1/Base of Application:

Type of Rate: Predetermined

Period:

## **B.5 ADVANCE UNDERSTANDING ON CEILING ON INDIRECT COST RATES AND FINAL PERFORMANCE FOR INDIRECT COSTS**

(a) For each of the Contractor's accounting periods during the term of this contract, the parties agree as follows:

- (1) The distribution base for establishment of final [rate 1 description to be inserted] is [to be inserted at award].
- (2) The distribution base for establishment of final [rate 2 description to be inserted] is [to be inserted at award].
- (3) The distribution base for establishment of final [rate 3 description to be inserted] is [to be inserted at award].

(b) The Contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the contracting officer.

(c) Reimbursement for indirect costs will be at the final negotiated rates, but not in excess of the following ceiling rates:

Description	2015	2016	2017	2018	2019
[Rate 1 description to be inserted]	___%	___%	___%	___%	___%
[Rate 2 description to be inserted]	___%	___%	___%	___%	___%
[Rate 3 description to be inserted]	___%	___%	___%	___%	___%

(d) The government will not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established in the contract. This advance understanding will not change any monetary ceiling, cost limitation, or obligation established in the contract.

## **B.6 COST REIMBURSABLE**

Allowable costs will be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

## **B.7 MULTI-YEAR CONTRACT**

This contract is considered non-severable, and is therefore a multi-year contract as defined in FAR 17.103. Therefore, this contract is subject to the requirements of FAR 17.106.

Cancellation Dates:

Contract Year 2:	March 15, 2016
Contract Year 3:	March 15, 2017
Contract Year 4:	March 15, 2018
Contract Year 5:	March 15, 2019

Cancellation Ceiling:

This is a CPFF type contract where the contractor is authorized to be reimbursed for all costs which are allowable in accordance with FAR 52.216-7, "Allowable Costs and Payment". Therefore, the contractor will not incur any costs which would have been amortized over the life of the contract should the contract be cancelled in accordance with FAR 52.217-2. Therefore, the cancellation ceiling for each cancellation date is \$TBD.

**[END OF SECTION B]**

## **SECTION C - DESCRIPTION/SPECS./WORK STATEMENT**

### **C.1 SUMMARY**

Congress has mandated that USAID programs address the needs and protect the rights of Afghan women and girls. These needs include (a) protection from discrimination and violence, (b) economic and leadership opportunities, (c) participation in all levels of the political process, and (d) physical security.

The primary responsibility of the contractor is to implement a program to provide scholarships for Afghan women at the undergraduate and graduate levels, managing all activities related to recruitment, selection, placement, and student services. The contractor must build the capacity and work through a local Afghan non-governmental organization from the beginning of the activity with full handover in the implementation of the scholarship program by the beginning of year three of the project. Scholarships and fellowships must, with the coordination and approval of the USAID, be awarded in high-demand sectors of the public and private job-market, including, but not limited to, health, technology, and science.

The scholarships must be awarded to Afghan women through an equitable and transparent process based on (a) academic merit, (b) financial need, and (c) leadership potential. The majority of scholarships must be for study in quality private universities within Afghanistan (accredited or endorsed by the Afghanistan Ministry of Higher Education (MoHE)). A smaller number of scholarships may be awarded to highly meritorious women for study at universities in the region and in the United States.

Support services for students, including pre-departure orientation and training, academic and life support during the program, and post-graduate employment assistance will be important components of the Program.

The contractor must also be responsible for identifying an Afghan organization and developing its management capacity to assume the functions required in this contract, leading to a full transition of management responsibilities for the scholarship program after the end of year two. The Afghan organization must be identified and named at the time of contract award with support from the contractor during the first two years of the project.

The contractor must develop a strategic branding and communications strategy that will ensure the scholarship program is recognized as a USAID legacy for Afghan women, enduring after the scholarship activity implementation is transferred to local management.

The contractor must provide the full range of planning, analysis, management, administration, and logistical services to rapidly start this new higher education scholarship program for women and to achieve its objectives. All project activities performed by the contractor must seek to enhance the visibility of the United States' commitment to Afghan women and girls and to leave a legacy of American support to higher education for women.

### **C.2 CRITICAL CONTEXT**

#### **C.2.1 Problem Statement**

Afghanistan's higher education system includes both public universities and private higher education institutions. Currently, there are more than 20 public universities and institutes and more than 80 private post-secondary institutions. The total number of public higher education students increased from less than 8,000 in 2001, to approximately 123,000 in the 2013-14 academic year. Not only is the system

incapable of serving the rapidly growing number of high school graduates, the quality and relevance of the curriculum and instruction is below what is necessary. Thus, even women who are able to attend university are hindered in their rise to positions of leadership by the poor quality of their post-secondary education.

There is a significant and persistent gender disparity in higher education enrollment due to cultural and other barriers. The disparity stems in large part from a lack of preparation at the secondary school level that impedes the ability of women and girls to attend post-secondary institutions. As of 2014, approximately 19 percent of enrolled students were female, a percentage that has not increased for three academic years. This gender disparity is partly due to low enrollment at the secondary school level and inadequate academic preparation for those girls who attain a high school education. Of the total number of high school graduates who sat for the Kankor, only about one-third were female. Of the women who took the exam, their performance was significantly below that of men; the passing rate for females was 19 percent compared to 30 percent for males. One reason for the girls' relatively low examination performance is that they participate in Kankor test preparation courses at a much lower rate than boys.

A shortage of qualified female teachers in secondary schools contributes to the low enrollment for girls in secondary schools. Since many parents do not permit attendance in classes with male teachers, girls have fewer opportunities to attend secondary school and, for those who do, the quality of instruction is below that of boys.

Another barrier to post-secondary enrollment for women is that support available to all students from the Ministry of Higher Education covers only tuition, housing, books, and meals. Many females cannot afford the additional expense of local transportation or the frequent transportation home which parents expect.

### **C.2.2 Linkage to U.S. and Afghan Strategic Priorities and Donor Programs**

The Promote Scholarship is aligned with United States and Afghan Strategic Priorities and complements other U.S. and other donor-funded activities. These strategic priorities are defined in the following documents:

- USAID Education Strategy
- U.S. Embassy Kabul Interagency Gender Strategy, 2012
- USAID Strategic Framework
- USAID Gender Equality and Female Empowerment Policy
- U.S. Mission to Afghanistan Strategy
- Afghanistan Strategic Framework
- Afghanistan National Action Plan for the Women of Afghanistan
- Afghanistan National Development Strategy

### **C.3 PROJECT STRATEGY**

Promote Scholarship, implemented by the contractor, in combination with other USAID/Afghanistan education and gender programs, must help ensure female perspectives and priorities are taken into account in shaping Afghanistan's national agenda. This agenda includes integration with Afghan-led programs directly aligned with any or all the three pillars of development outlined in the National Action Plan for the Women of Afghanistan (NAPWA):

1. Security;

2. Government, Rule of Law, and Human Rights, including leadership and political participation;  
and
3. Economic and Social Development.

This scholarship program will prepare women to assume positions of leadership, resulting in more inclusive, effective, and sustainable social, political, and economic progress over time. Promote Scholarship will increase Afghan women's access to higher education and enable acquisition of the professional skills required to productively participate in Afghanistan's economy and governance arenas at all levels of leadership and decision-making.

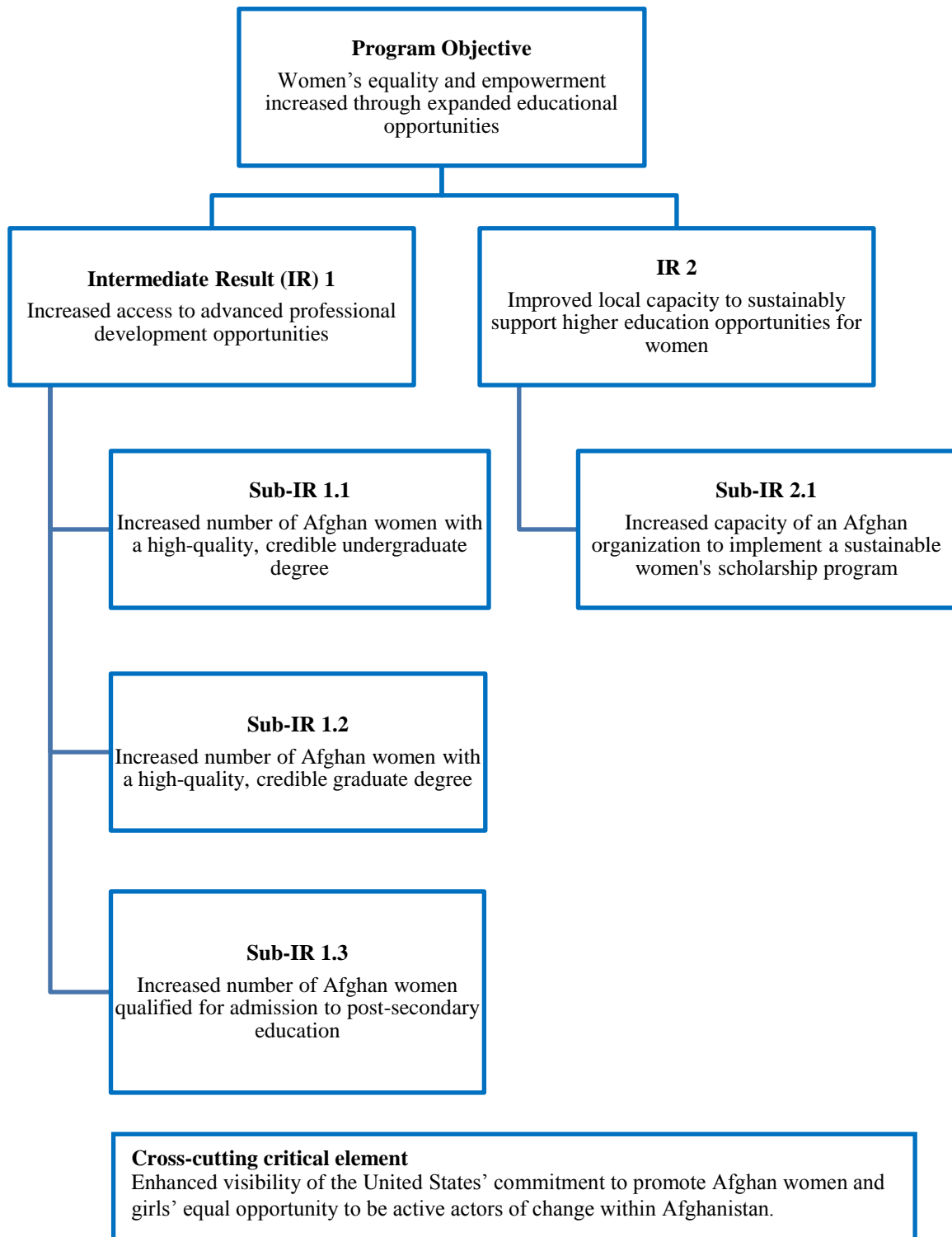
The contractor must select the most appropriate interventions that will result in a high quality and cost effective option to meet the project objectives and expected outcomes. The contractor must ensure that all participants have a sound understanding of the objective of the education activities and that they are willing and able to meet any and all conditions of participation. In particular, the contractor must employ innovative procedures and incentives to ensure the return of graduates to Afghanistan. The contractor must also ensure that potential female scholarship participants and their families are aware of the scholarship opportunity through an effective and efficient national recruitment process and that they are required to return to Afghanistan upon the completion of their academic program.

To achieve the maximum impact in preparing women to participate in the workforce and to assume leadership positions, the contractor must couple academic support with activities that connect the beneficiaries with the private and public labor markets. Mentoring activities and internships are examples of the kinds of tangible connections required. Innovative and feasible applications of communication technologies, including the introduction of social media mechanisms, to facilitate networking with mentors and other scholarship recipients, are encouraged.

To enable the scholarship program to continue after the contract period and to maximize cost-effectiveness, the contractor must partner with an existing Non-Governmental Organization (NGO). The objective is for the NGO to execute selected scholarship implementation activities with oversight and technical assistance from the contractor. During the period of contract performance, the NGO will expand the number of activities it implements under the contract as its capacity and effectiveness increases. Through the contractor's capacity-building activities, oversight, and management it provides to the NGO, the NGO must be registered and recognized as an Afghan NGO, be predominantly staffed and led by Afghans, and have the capacity by the final year of the contract to assume sole management of the Promote Scholarship program in order to continue the program for years to come through different funding streams outside of this contract.



The following framework defines the results the contractor will achieve.



## **C.4 BENEFICIARIES**

The direct beneficiaries of the contractor's interventions must be female students and professionals with high academic merit, leadership potential, and financial need. The beneficiaries must demonstrate a commitment to serve as a catalyst for change through increased participation and leadership in decision-making within Afghan government, civil society, and the economy. Continual recruitment activities will be conducted nationwide and beneficiaries will be selected to ensure geographic, cultural, and socio-economic diversity.

## **C.5 OBJECTIVES AND EXPECTED OUTCOMES: WOMEN'S EQUALITY AND EMPOWERMENT INCREASED THROUGH EXPANDED EDUCATIONAL OPPORTUNITIES**

### ***Result 1: Increased access to professional development opportunities***

Promote Scholarship addresses the persistent shortage of women who are academically prepared to participate in the skilled workforce and to assume leadership responsibilities in Afghanistan. Specifically, the contractor must expand access to higher education opportunities for Afghan women at the undergraduate and graduate levels. Scholarship awards made by the contractor must respond to public and private sector workforce demands and needs in sectors with a high demand for a skilled workforce.

#### ***Result 1.1 Increased number of Afghan women with a high-quality, credible undergraduate degree***

The contractor must award full undergraduate scholarships to women to attend private universities in Afghanistan and universities outside of Afghanistan to attain degrees in a broad range of disciplines, including science, technology, and health, which are important for entering the workforce. While most scholarships will be for those starting university, currently enrolled transfer students will also be eligible. As appropriate, supplemental English training, academic preparation, and acculturation support must be provided to beneficiaries before they depart for universities outside of Afghanistan and during their academic program. Academic degree scholarships will be awarded for both undergraduate and graduate programs in Afghanistan, the region, and the U.S. A greater proportion of scholarships must be made to in-country Afghan, private universities over regional or international universities. Innovative technical approaches and cost sharing arrangements must be utilized by the contractor in order to maximize the number of scholarships given.

1. Undergraduate Degree Study in Regional and U.S. Institutions. The contractor must provide full scholarships to pursue degrees at universities generally within the Asia and Middle East regions. Some scholarships may be made for study in the U.S. Scholarships must include tuition, books, fees, travel, and living expenses. Living expenses may include, but are not limited to, insurance coverage, housing, meals, child care, and other expenses responding to cultural barriers to participate in this scholarship program. Host universities must have institutional accreditation from a U.S. accrediting board, or an affiliation with an accredited U.S. university, or other recognized international accreditation to validate academic quality. Host universities must have a partnership agreement with the contractor, stipulating negotiated reduced tuition, fees, and the provision of student support services.
2. Undergraduate Study at Private Universities in Afghanistan. The contractor must provide full scholarships to attend selected private universities in Afghanistan. In consultation with the Ministry of Higher Education (MoHE) and USAID, private Afghan universities must be selected based on academic quality and program alignment with workforce needs. Scholarship support must include tuition, books, fees, child care, transportation, and housing. Host universities must have a partnership

agreement with the contractor, stipulating negotiated reduced tuition, fees, and the provision of student support services. The contractor must coordinate and collaborate with the universities to recruit applicants, select students, and facilitate student services, avoiding duplication of effort and achieving cost-effectiveness to the maximum extent possible.

Any scholarships awarded after the end of the Year Two, where the beneficiary's course of study will not be completed by the end date of this award, must be managed by the local Afghan NGO. After year two, the NGO must be responsible for all components of the program with support from the contractor, including recruitment, student pre-departure support and support during the time at university, as well as overall monitoring the implementation of the program. Implementation of the scholarship program must be managed by the Afghan NGO after the end of year two, with support by the contractor through the end of the project.

**To accomplish Result 1.1, the contractor must achieve the following outcomes:**

- Implementation of a uniform, quality, equitable, and coordinated scholarship recruitment, selection, and management process, including academic support for students, orientation programs, enrichment activities, and career development support;
- Award of full undergraduate scholarships to high-quality Afghan private universities and universities in the region or the U.S.;
- Implement processes and procedures to ensure the highest possible graduation rate amongst scholarship recipients;
- Implement creative and innovative ways to incentivize graduates to return to Afghanistan and contribute to the nation's social and economic progress; and
- Implement processes and procedures to ensure the highest possible percentage of scholarship recipients will be actively involved in leadership development activities annually, such as participation in seminars, extracurricular activities, service learning projects, community outreach mobilization, or development.

***Result 1.2 Increased number of Afghan women with a high-quality, credible graduate degree***

The contractor must award graduate degree scholarships to women of exceptional promise who have earned an undergraduate degree with a selection priority to those who hold a faculty position in an Afghan university. Awards must be made in a range of high-demand disciplines including science, technology, and health. Graduate scholarships must include the same benefits as undergraduate scholarships. The requirements for managing the graduate scholarship component are the same as for the undergraduate component. As with the undergraduate scholarships, a greater proportion of scholarships must be made to in-country, private Afghan universities, rather than regional or international universities. Technical approaches must maximize the number of scholarships provided.

1. Graduate Study in Regional and U.S. Institutions: The contractor must provide scholarships to attend universities generally within the Asia and Middle East regions. Some scholarships may be made for study in the U.S. Host universities must have institutional accreditation from a U.S. accrediting board, or an affiliation with an accredited U.S. university, or other recognized international accreditation to validate academic quality. For graduate study, preference must be given to host universities with program accreditation in the recipient's selected discipline from a U.S. or internationally recognized body. Recipient institutions must have a partnership agreement with the contractor, stipulating negotiated reduced tuition, fees, and the provision of student support services.

2. Graduate Study in Private Universities in Afghanistan: The contractor must provide scholarships to attend selected academic institutions in Afghanistan. In consultation with the MoHE, a limited number of institutions will be selected for student enrollment. The institutions will be those assessed by the MoHE for academic quality and program alignment with workforce needs. Support will include tuition, books, fees, and a stipend to offset living expenses.

Any scholarships awarded after the end of the Year Two must be managed by the local Afghan NGO. After year two, the NGO will be responsible for all components of the program with support from the contractor, including recruitment, student pre-departure support and support during the time at university, as well as overall monitoring in the implementation of the program.

**To accomplish Result 1.2, the contractor must achieve the following outcomes:**

- Implementation of a uniform, quality, equitable, and coordinated scholarship recruitment, selection, and management process, including academic support for students, orientation programs, enrichment activities, and career development support;
- Award of full graduate scholarships to high-quality Afghan private universities and universities in the region or the U.S.;
- Implement processes and procedures to ensure the highest possible graduation rate amongst scholarship recipients; Implement creative and innovative ways to incentivize graduates to return to Afghanistan and contribute to the nation's social and economic progress.
- Implement processes and procedures to ensure the highest possible percentage of scholarship recipients will be actively involved in leadership development activities annually, such as participation in seminars, extracurricular activities, service learning projects, community outreach mobilization or development etc.

***Result 1.3 Increased number of Afghan women qualified for admission to post-secondary education***

To increase the number of women who meet the admission criteria for a public post-secondary education in Afghanistan, the contractor must provide access to test preparation programs to enable women to participate equitably in post-secondary education opportunities. The contractor must identify test preparation program providers, verify that they deliver quality test preparation instruction per the criteria of the Ministry of Higher Education, and provide scholarships to eligible Afghan women to attend the test preparation program. The objective of these programs is to improve the performance of women on Afghanistan's university examination instrument, the Kankor. The contractor must work with the providers of the preparatory test to remove barriers that reduce the number of women who are able to participate. At a minimum, the contractor will provide scholarships that reduce financial barriers of participation. The contractor may also identify other barriers, such as transport, cultural barriers, or expenses not covered through support from the government, and propose solutions to remove these barriers.

**To accomplish Result 1.3, the contractor must achieve at least the following outcomes:**

- Identification of quality Kankor test preparation programs, which are deemed of high quality by the Ministry of Higher Education, for women that are geographically distributed throughout Afghanistan.
- Provide scholarships to Afghan women to participate in the Kankor test preparation program.
- Identification of specific barriers to female participation in the test preparation programs and implementation of at least one solution to address the identified barrier..

***Result 2: Improved local capacity to sustainably support educational opportunities for women***

The contractor must build the capacity of an Afghan NGO to effectively continue the management of all aspects of the implementation of the Promote Scholarship Program for Afghan Women by the beginning of year three of the contract. The NGO must be identified at time of award. The Afghan NGO must be selected based on (a) its current capacity to support the contractor's implementation plan, and (b) its potential and commitment to eventually assume independent scholarship program management. While the NGO will gradually build capacity to assume full program responsibility over the five-year period of performance, the NGO, through the support of the contractor, must implement the Promote Scholarship program after the end of year two of the project. Upon conclusion of the five-year period of this award, the organization must have developed the capacity to independently implement and continue the scholarship program.

***Result 2.1 Increased capacity of an Afghan organization to implement a legacy women's scholarship program***

In accordance with the capacity building plan, the contractor must increase the capacity of the local NGO.

**To accomplish Result 2.1, the contractor must achieve the following outcome:**

- Identification of an Afghan organization that USAID can partner with to provide women's scholarships through Promote Scholarship beyond the five-year life of the contract.
- Human and institutional capacity of a local Afghan organization developed to effectively manage all aspects of a scholarship program, including recruitment, selection, placement, retention, and academic support.
- The local organization's financial and management systems strengthened and qualified to receive and manage funds from USAID and other donors.

**C.6 TECHNICAL CONSIDERATIONS**

The contractor must provide administrative, logistical, and programmatic support services, including planning and coordination, needs analysis, recruitment, screening, placement and selection of beneficiaries, criteria for continuation of scholarships, scholarship program components, and orientation programs.

For scholarships to institutions outside of Afghanistan, the contractor must provide the full range of services discussed in sections C.6.1 – C.6.9, described below. For scholarships within Afghanistan, the services discussed in sections C.6.1 through C.6.9 must be provided by the local Afghan NGO or local Afghan university, for services deemed as relevant and necessary by the contractor.

**C.6.1 Planning and Coordination**

The number of scholarships and related activities initiated per year may fluctuate depending on the security situation in Afghanistan, the political environment, or other factors in the country. The contractor must plan its work to ensure full support to scholarship recipients up to the end of the recipient's study period or the end of the contract, whichever is first. Such support could be provided directly or, after year two, through the identified local Afghan NGO partner. The contractor must provide support to ensure that USAID adheres to required procedures for the design and implementation of all training activities, as stated in USAID Automated Directives Systems (ADS) 253 Participant Training for Capacity Development.

### **C.6.2 Needs Analysis**

The contractor must:

- Continually assess and identify Afghan, regional, and U.S. academic institutions to receive scholarship awardees, in addition to those identified at time of contract award, which meet the academic quality, cost effectiveness, and cultural requirements identified in Section C;
- Continually establish partnership agreements with academic institutions in addition to those identified at time of contract award, including negotiated tuition, fees, and support services;
- Analyze beneficiary needs and identify the most appropriate educational placement and develop with the beneficiary a plan consistent with career goals. For placement in local Afghan universities, this would be the responsibility of the local Afghan NGO or the local university;
- Monitor all activities and modify plans as necessary to reflect evaluation findings with regards to cost-effectiveness and results; and
- Decide which training interventions and support for professional activities will best achieve desired results, and modify plans and budgets accordingly.

Assessments and identification of the most appropriate universities for academic studies will guide beneficiary pre-scholarship preparation assistance and post-scholarship support planning. The contractor must work closely with the host academic institutions to ensure the provision of student services before, during, and after the student's academic program (e.g. English language instruction may be provided by the contractor, the host institution, or both, depending on cost-effectiveness and quality of instruction.) The assessments will also inform the development of partnership objectives, the activities that will be facilitated through them, and required training and technical assistance planning.

### **C.6.3 Recruitment**

The contractor, in collaboration and with approval of USAID, must implement the most effective and cost-efficient methods to publicize the scholarship program and recruit students through a wide variety of media including newspapers, radio, television, internet, and mobile telephony. The recruitment campaign must be national in scope and designed to achieve geographic diversity. Communications must be timely and include explanatory information as needed to facilitate a broad range of applications. The contractor, as necessary, must propose other cost-effective means to ensure that the scholarship announcements are distributed as broadly as possible throughout the country to ensure increased equal opportunity to access these scholarships. For those universities in Afghanistan, the contractor must work with potential host universities to coordinate recruitment efforts. This recruitment will be done either by a pool of host universities or by the contractor. The contractor must ensure that there is no duplication of efforts.

The contractor must address spatial/geographic, economic, and ethnic disparities by taking more affirmative action for the candidates from the provinces that are lagging behind the rest of the provinces in terms of women's participation in higher education and employment in public and private sector jobs. The existing perception at the Gender Department in the Ministry of Higher Education reveals that [Nuristan](#), [Khost](#), [Kunar](#), [Nimruz](#), [Badghis](#), and [Daykundi](#) are lagging behind other provinces. The contractor should consider existing evidence when developing the geographic scope of its approach.

### **C.6.4 Screening and Selection**

Afghan women will be selected for scholarships based on multiple criteria including academic merit, financial need, geographic and ethnic diversity, leadership potential, and commitment to service in Afghanistan. The contractor must utilize a screening and selection process, inclusive of selection criteria,

which incorporates input from multiple stakeholders. The system that is utilized must document the selection process and justify decisions for each eligible applicant. Each criterion must have a clear operational definition and a reliable scoring rubric.

Selection panels must be composed of objective and qualified representatives from the academic community, private sector employers, MoHE, and the general public. Panels must consider documentary evidence and are encouraged to conduct interviews with applicants. For screening and selection at Afghan universities, the contractor must oversee the Afghan NGO, which must have the lead role in the selection process. The contractor must provide technical assistance and training to ensure the NGO implements a fair, equitable, transparent, and valid process. The contractor and the Afghan NGO must select students using a credible, internationally accepted procedure that considers, at a minimum, the following criteria:

- Academic Merit: The applicant's score on the Kankor university entrance examination will be considered along with other indicators of academic merit. The Kankor score will be considered as only one indicator of academic merit; a score that does not meet the criterion for admission to public higher education does not necessarily make the student ineligible for a scholarship award. Other indicators of academic merit include grades, class ranking, and teacher nominations. The contractor may also propose other indicators of academic merit, including innovative measures to employ in an environment lacking reliable assessment instruments.
- Financial Need: Indicators of financial need will be considered. Documentation of need from the student applicant and other sources will be reviewed to ascertain need. Preference in selection will be given to those students with the greatest financial disadvantage. The contractor must identify reliable and valid measures of financial need because tax information and similar indicators may not be available.
- Diversity: Geographic and ethnic diversity will be considered to ensure the award pool is representative of the Afghan population.
- Leadership Potential: Indicators of leadership potential will be considered. Indicators may include nominations, work history, and performance in the oral interview.
- Commitment to Development: Students, through interviews and potentially through essays, should demonstrate a commitment to pursuing academic studies and professional careers in areas of high need that are critical to Afghanistan's development.
- Commitment to Return to Afghanistan: Student selection must include reliable methods to assess and predict the likelihood of the student's return after graduation. The contractor must implement effective methods employed in other scholarship programs to ensure repatriation to Afghanistan, such as the Fulbright Fellowship Program.

Criteria must incorporate and adhere to eligibility requirements in ADS 253 Participant Training for Capacity Development. Exceptions may be requested of, and approved by USAID, if justified. The contractor must provide other recruitment services including verification of candidates' academic and professional qualifications. The contractor must serve on selection panels as needed and recruit panelists. USAID retains the right to approve the final selection of all scholarship recipients. If USAID asserts the right to approve the final selection, then those selectees are subject to vetting per Mission Order 201.05.

### **C.6.5 Placement**

Students must only be placed in universities with an established agreement with the contractor that defines the obligations of the host institutions. Obligations may include such elements as reduced tuition, provision of student services, academic support, and adequate housing. Students will typically be placed



in cohorts of at least two for mutual support. Only in rare, exceptional circumstances will a single student be placed. The following is guidance about placement in international, regional and local universities.

*a. Regional and International University placements:* The contractor must work closely and collaboratively with USAID in identifying appropriate placement of scholarship recipients in the approved universities. USAID must approve all new recipient universities added after contract award. Cost efficiency, academic quality, institutional commitment, cultural relevance, and student services are major factors to be considered. All recipient institutions must be determined capable of providing a quality and relevant academic program coupled with student support services. Host international universities must be selected in culturally compatible countries which are proximal to Afghanistan. Preference must be given to countries and universities already providing scholarships to Afghan women and with high graduation and return rates.

*b. Afghan private University placements:* Afghan private universities must be selected in consultation with, and the concurrence of, the MoHE. USAID approve all new recipient universities and training institutions added after contract award. Cost efficiency, academic quality, institutional commitment, and student services are major factors to be considered.

### **C.6.6 Criteria for Continuation of Scholarships**

The contractor must utilize clear, measurable, and objective criteria for continuing scholarships, monitor students' progress towards meeting these criteria, and effectively and swiftly deal with students not meeting the criteria.

### **C.6.7 Scholarship Program Components**

USAID expects scholarship recipients to have an excellent academic experience and complete their degree on schedule. Therefore, it is critical for students to be well prepared through a sound orientation program, to have ongoing support and opportunities to practice leadership outside of the classroom, and to have career development services and, ideally, some follow-on support to maximize students' ability to take advantage of their scholarship experience once they have graduated. For international and regional universities, the contractor must organize and implement the following minimum program components. For local, private, Afghan universities, the Afghan NGO or the private university must ensure that the following minimum components, as needed by each recipient as determined by the contractor, are provided.

#### **C.6.7.1 Pre-departure Support Program Component**

All scholarship recipients must be provided with a written confirmation of their scholarship as early as possible. A range of pre-departure services must be provided to ensure students understand their obligations and have the academic and life skills necessary to succeed. The contractor must address all cultural concerns that might be barriers to their accepting the scholarship opportunity. The contractor must work closely with host universities to determine the most efficient and cost-effective ways to provide pre-departure training and avoid duplication of effort.

#### **C.6.7.2 English Language Training Component**

Scholarship recipients may require up to one year of English language training prior to beginning their academic courses. The contractor must provide language training when necessary. The contractor, will identify the most cost-efficient and effective method of providing language instruction, relying on existing Afghan providers as much as possible.

### **C.6.7.3 Academic Program Component**

The contractor must provide scholarships and place students in highly respected, accredited programs that are responsive to Afghanistan's public/private workforce market needs.

### **C.6.7.4 Student Support Component**

The contractor must provide a variety of ongoing support to scholarship recipients to ensure that they are able to function and flourish in their new environment both academically and socially. This support includes, but is not limited to, activities for team building, basic academic preparation, library research skills, study skills, and use of technology.

It is evident that male students at the university avail the opportunity to work part-time to support their educational expenses and sometimes to support their families. However, female students do not have these opportunities due to various reasons. The contractor may utilize innovative approaches to partner with host universities in Afghanistan and private businesses to arrange on-campus part-time work for the female students.

### **C.6.7.5 Career Development**

The contractor, through the local Afghan universities must promote the provision of career development opportunities for scholarship recipients. In addition to career counseling and relatively basic skills such as resume writing and interviewing, the contractor must provide other public/private sector linkages and other forms of school to work transition activities, such as student mentoring, job shadowing, and internships. The contractor is encouraged to be innovative in this area.

### **C.6.7.6 Post-Program Services**

To further achieve Program goals, the contractor, through the Afghan NGO, must identify partners who may develop activities to provide scholarship beneficiaries with access to support networks and internships that will link them to employment opportunities upon graduation. The contractor must make maximum possible use of existing resources, including the Career and Partnership Centers established through USAID's Higher Education and Workforce Development Program. Local universities will also be encouraged to establish linkages with support networks and employment opportunities upon graduation.

The contractor must provide post-program student services for at least six months following graduation or until the end of the contract, whichever is first. Illustrative activities include career counseling, peer networking, alumni associations, and internship.

Through the completion of the contract, the project will implement innovative approaches, including mobile technologies and social networking sites. The contractor must build capacity in the Afghan organization to continue post-program services after the completion of the contract.

### **C.6.8 Housing**

The contractor must ensure that host universities provide proper housing which is both cost effective and adequately addresses cultural norms in Afghanistan and the region related to female students living away from home.

### **C.6.9 Innovation for Addressing Barriers to Public/Private University Attendance by Afghan Women**

There are a number of additional barriers, other than tuition and study fees, that women face related to participation in tertiary and university studies. Some barriers include transportation to and from university, access to part time employment in or off campus during university study, housing for girls going to public university and others. The contractor is encouraged to propose innovative approaches to addressing some of these additional barriers. Construction of any type will not be considered for funding by USAID. The contractor is encouraged to leverage other private, foundation or philanthropic resources in addressing additional barriers, including construction.

### **C.6.10 Knowledge Management**

The contractor must implement and maintain a Management Information System which will safeguard all Personally Identifiable Information (PII). It is essential that all PII remain confidential with technical requirements, policies, and procedures established and enforced according to international standards. The system must be designed to report disaggregated data to monitor and evaluate program effectiveness and outcomes. The MIS system should include procedures for longitudinal data collection and analysis, including incentives for students to maintain connection and periodically report.

The contractor must coordinate and share knowledge and learning with all other partners under PROMOTE through the Promote Knowledge Management Platform, which is currently being developed.

## **C.7 COMMUNICATION STRATEGY**

Organizations, students, and the general public should understand and have an appreciation for USAID's contributions. The contractor must utilize a communications strategy that is innovative and robust, including public events and announcements at a variety of levels using a variety of low-tech and high-tech modalities and media. No PII data shall be released without the informed consent of the individual. Reliable procedures must be established and enforced to prevent the release of any PII.

## **C.8 MONITORING AND EVALUATION**

The contractor must implement a monitoring and evaluation system to determine whether the program objective and subsequent intermediate results are met and to enable USAID and the contractor to make periodic program adjustments. In developing and implementing its approach to monitoring project performance, the contractor must consult frequently with USAID. The contractor is responsible for collecting data, producing written reports, oral presentations, and other briefings. Students and recipient institutions must agree to provide data as required and failure to report may be a reason for termination of the agreement.

When effective, practical, and cost-efficient, the contractor must implement innovative technical approaches to monitoring and evaluation. When feasible, data should be collected to determine if the newly acquired knowledge and skills or attitude are being used in the academic or work environment of the participant. To the extent possible, a longitudinal data system to track recipients over time should be developed to determine long-term training outcomes. Data and information from continual needs assessment cycles could provide data and information crucial to objectively measuring and tracking results.

The contractor must develop, produce and obtain approval of a Performance Management Plan (PMP) for the life of the project in coordination with the COR. Where applicable, the project must develop benchmarks, milestones, and measurable indicators to reflect the performance of the program. The contractor must develop a user-friendly PMP that adds value to management and decision-making processes. The PMP must include both USAID Standard Foreign Assistance indicators and custom indicators developed by the contractor, and approved by USAID, specifically for the project. In a uniform format, the contractor must prepare performance indicator reference sheets which describe indicators in detail and include definitions, data sources, and frequency of data collection and reporting to include the following:

1. the total number of female scholarship recipients supported through this Award on a quarterly basis through USAID's Afghan Info data system;
2. Number of interventions resulting in increased participation of women in government and civil society as applicable;
3. Qualitative outcomes, in addition to quantifiable outputs, for the recipients who have benefited from the Award.

USAID will conduct an independent mid-term and final evaluation of this activity. The contractor may be requested to provide input into the scope of work for the evaluation and must be prepared to collaborate in the implementation of the evaluations; however, the contractor need not budget for these evaluations. The contractor must cooperate with and provide data for USAID and third-party monitoring and evaluation activities.

At the individual recipient level, the contractor must assist with the development of recipient's Action Plans (APs) for all Scholarship and Professional Development Fellowships. Developed with input from the training provider and other stakeholders prior to the training, the Action Plans will be refined over the course of the training intervention. The Action Plans help establish clear goals and anticipated applications, and are used to help measure assistance impact. In addition, the Action Plans will serve as tools to motivate the recipient's timely (re)entry into the workforce. The Action Plans will serve as a way of aligning personal goals with specific activities in Afghanistan, such as identifying a need for mentors, networking, and internships. Finally, the Action Plans will be a helpful tool in tracking and monitoring recipients' performance and post-training experiences in Afghanistan.

Use of data and evidence is a core principle of USAID/Afghanistan's work. The Mission may during the life of the project engage external evaluators, such as GENMEL, to evaluate the effectiveness, progress and impact of the PROMOTE Scholarship program.

## **C.9 PROGRAM MANAGEMENT/PERSONNEL/LOGISTICS/COMMODITIES**

### **C.9.1 Key Personnel**

The personnel specified below are considered to be essential to the work being performed under this contract. Prior to replacing any of the specified individuals, the contractor shall immediately notify both the Contracting Officer (CO) and the COR reasonably in advance and shall submit written justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the activity. No replacement of personnel shall be made by the contractor without the written approval of the CO. The key personnel positions which the contractor must furnish for the performance of this contract are described in the sections below. Other than the Chief of Party, these positions should either be affiliated with the contractor's partner Afghan NGO or transitioned to the NGO as soon as feasible.

#### **C.9.1.1 Chief of Party**

The Chief of Party (CoP) will be responsible for overall management of the Promote Scholarship activity, ensuring achievement of results and objectives. S/he will serve as the primary liaison to USAID on all activity matters, and provide overall technical, management, and financial oversight. S/he will: provide leadership and direction for the program; ensure effective project management; set a clear strategic vision; oversee fiscal and procurement integrity; ensure high quality, timely deliverables; and ensure harmonious coordination with USAID/Afghanistan, the Government of Afghanistan, tertiary education institutions, other donors, and partner organizations. The Chief of Party will supervise key staff and ensure compliance with USAID and USG rules and regulations. If the CoP is an expat, the contractor must identify someone hired or from the Afghan NGO to work closely with the CoP who will ultimately take over the CoP responsibilities by the end of the third year. The new CoP will be an Afghan national.

The CoP must have a graduate degree in a relevant discipline and have a record of demonstrated success in managing international programs related to academic study, training, and organizational performance. Direct experience working in Afghanistan, the Middle East, or Central Asia regions is required. The individual must have a working knowledge of relevant USAID and US government regulations and policies related to training, education, and program management. English fluency and supervisory experience are required.

#### **C.9.1.2 Director of Human and Institutional Capacity Development**

The Director of Human and Institutional Capacity Development will focus on building the capacity and sustainability of the Afghan NGO who will manage the scholarship program at the beginning of year three. The duties of the Director of Human and Institutional Capacity Development will include strengthening the technical, managerial, administrative, procurement and financial systems, and overall sustainability of the organization.

The Director of Human and Institutional Capacity Development must have an undergraduate degree in public administration, organizational management, or business administration, and demonstrated experience in organizational capacity development. The individual must have experience building the capacity of NGOs in Afghanistan, have experience working with the Government of Afghanistan and must demonstrate strong organizational and leadership skills. Strong communication skills, including interpersonal written and oral English, are required, and proficiency in Dari or Pashto is preferred.

### **C.10 CONTRACTOR'S TECHNICAL PROPOSAL**

The contractor's technical proposal, dated TBD, is hereby incorporated by reference to the contract.

**[END OF SECTION C]**

## **SECTION D - PACKAGING AND MARKING**

### **D.1 BRANDING STRATEGY**

The branding strategy for this contract, as specified in USAID ADS 320.3.2.1 is as follows:

Program Name: Promote Scholarship Activity

How the USAID logo will be positioned on materials and communications: All USAID logos on materials and communications produced under this Contract will be positioned in accordance with the standardized USAID regulations on branding. In cases when the activity is jointly sponsored with other U.S. Government (USG) and non-USG entities, the names and/or logos of these entities will be mentioned in the branding, with an equal level of prominence to the USAID logo

Desired level of visibility: All branding must comply with the standardized USAID regulations on branding. All branding for USAID, its partners, and other USG and non-USG entities engaged in a specific activity implemented under this Contract, must have equal representation on all public or internal documentation, publications, advertising, presentations, brochures, etc.

Other organizations to be acknowledged: When activities occur in coordination with other USG or non-USG partners, acknowledgement of the contribution and efforts of these organizations will be included in any relevant public or internal documentation, publications, advertising, presentations, brochures, etc.

The Contract will have a program-specific Branding Implementation Plan (BIP) and Marking Plan (MP). The Marking Plan may include requests for exceptions to marking requirements for programmatic reasons, to be approved by the Contracting Officer. Waivers, as defined by ADS 320, may be necessary for compelling political, safety or security concerns, or if the marking will have an adverse effect in the host country. Marking and attribution for physical structures may need to be visible as soon as work commences. If grants are authorized in the Contract, the Offeror must clearly and conspicuously state in the small grants documentation and all delivered procurement that resources for the grant have been donated by USAID and make clear that the Offeror is acting as USAID's agent. Contract deliverables to be marked with the USAID identity must follow design guidance for color, type, and layout in the Graphic Standards Manual, available at [www.usaid.gov/branding](http://www.usaid.gov/branding), or any successor branding policies.

The contractor's branding and marking plan, submitted on TBD, is hereby incorporated into the contract. The plan must be in accordance with ADS 320.

### **D.2 AIDAR 752.7009 – MARKING (JAN 1993)**

- (a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.
- (b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

- (c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.
- (d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

**[END OF SECTION D]**

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

In accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract, the following contract clauses are hereby incorporated by reference, with the same force and effect as if they were given in full text. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a clause.

#### **FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

### **E.2 INSPECTION AND ACCEPTANCE**

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall be subject to the performance standards set forth in Sections C and F. Inspection and acceptance shall take place at Afghanistan and other places in the region or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted.

Inspection of all deliverables required hereunder shall be made by the Contracting Officer's Representative (COR), designated in Section G of this Contract, who has been delegated authority to inspect and accept all services, reports and other required deliverables. Acceptance of services, reports and other deliverables by the COR shall form the basis for payments to the Offeror.

### **E.3 MONITORING AND EVALUATION**

A multi-tiered monitoring and evaluation approach will be adopted to rigorously and regularly monitor the progress and obstacles to project implementation. The result of these monitoring and evaluation efforts will be used to assess whether or not objectives are being achieved and if they should be adjusted. The Contractor must input all required information into the USAID Afghan Info System (or any successor database) on a quarterly basis.

**[END OF SECTION E]**



## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

In accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract, the following contract clauses are hereby incorporated by reference, with the same force and effect as if they were given in full text. See <http://acquisition.gov/far/index.html> and [http://www.usaid.gov/sites/default/files/documents/1868/aidar\\_0.pdf](http://www.usaid.gov/sites/default/files/documents/1868/aidar_0.pdf) for electronic access to the full text of a clause.

#### **FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.242-15	STOP-WORK ORDER	AUG 1989
	ALTERNATE I	APR 1984
52.243-2	CHANGES—COST-REIMBURSEMENT (ALTERNATE I)	APR 1984

#### **AIDAR PART 752**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (Class Deviation OAA-DEV-13-O1c)	SEPT 2013

### **F.2 CONTRACT TYPE**

This is a Cost-Plus-Fixed-Fee (CPFF) Completion type contract. For the consideration set forth below, the Contractor will provide the performance requirements described in Section C and the deliverables or outputs described in Section F.

### **F.3 PERIOD OF PERFORMANCE**

The period of performance of the contract is five years from date of contract award.

### **F.4 PLACE OF PERFORMANCE**

The place of performance under this Contract is Afghanistan, as specified in Section C, Statement of Work.

### **F.5 PERFORMANCE STANDARDS**

USAID will evaluate the Contractor's performance in accordance with FAR 42.15, corresponding USAID procedures, and the Contractor's adherence to the annual work plan, reporting against its Performance Monitoring Plan (PMP), and quality reports described in Section F below. USAID will evaluate the Contractor's performance during the initial, intermediate, and final periods of the contract in accordance with the Contractor Performance Assessment Reporting System (CPARS). The Contracting Officer and the COR will jointly conduct the evaluation of the Contractor's overall performance. This evaluation will form the basis of the Contractor's permanent performance record under this contract.

### **F.6 AUTHORIZED WORK DAY/WEEK**

No overtime or premium pay is authorized under this Contract. A six (6) day workweek is authorized.

## **F.7 REPORT AND DELIVERABLES**

In addition to other required reports and deliverables in this contract, the Contractor must deliver the following for the approval of the Contracting Officer's Representative (COR). The Contractor must allow at least 15 calendar days for review and comments from the COR on any draft report submission.

### **ANNUAL WORK PLAN (AWP)**

The contractor must prepare for the COR's review and approval an Annual Work Plan (AWP) setting forth in reasonable detail the contractor's plans for pursuing activities described in this Contract and detailing additional proposed activities that may substantially contribute toward the project goals, including the communications and messaging strategy and plan. The AWP must include a schedule of activities and tasks planned to be conducted and the inputs planned to be provided by the contractor, including a description of planned activities and tasks and an estimated budget – organized by component and, as appropriate, by sub-component. The AWP must also delineate project work by region and by province as appropriate. The AWP must include a projected number of scholarship awards by discipline, showing the relevance and linkage to the public and private sector workforce. A draft AWP must be provided to the COR no later than two (2) weeks after contract award with a final AWP due no later than 15 days after receipt of comments from the COR. Draft AWP's for subsequent years shall be submitted to the COR at least 45 days prior to the start of each corresponding project year. Changes to an approved AWP can only be made after receiving written approval from the COR.

### **PERFORMANCE MANAGEMENT PLAN (PMP)**

The Performance Management Plan (PMP) is a tool designed to assist implementing partners and USAID program managers with a clear, communicated, organized process for monitoring, analyzing, evaluating, and reporting progress toward expected results throughout a project's life. The PMP ensures valid, reliable, precise, and timely data is assessed periodically. The PMP must include, at a minimum: brief project overview, the project theory of change, the project logical framework (if available), PMP goals and objectives, description of M&E systems and organization staff unit structure (major roles and responsibilities), calendar of performance management tasks, list of objectively verifiable performance indicators to track results, precise definitions for each indicator (as noted by Performance Indicator Reference Sheets, or PIRS – please refer to USAID for template), and information on data sources and methodology for data collection, estimated values for baseline data and targets (including plan for baseline data collection if none available). The contractor must report on the standard indicators from the Foreign Assistance Framework and select project specific custom indicators as needed. The process of monitoring project performance shall be consultative and interactive between USAID and the Contractor, and shall involve a combination of written reports and oral briefings. PMP must be provided and approved by COR with the initial AWP. Changes to the approved PMP can only be made after receiving written approval from the COR.

### **QUARTERLY PERFORMANCE REPORTS**

The contractor is responsible for conducting periodic, objective, supplemental monitoring as well as evaluations of the work completed under the contract.

The contractor must submit via email to the COR according to the below schedule a quarterly performance report reflecting results and activities of the preceding quarter. A description of the specific accomplishments of the contractor must also be provided, including information on all activities, both ongoing and completed and disaggregated geographically by province, including linkages with the

public/private employment sector. The quarterly report must also include progress on all relevant PMP indicators for the reporting period. The quarterly reports must highlight any issues or problems that are affecting the delivery or timing of services provided by the contractor. These reports must summarize project progress against tasks and benchmarks, including tasks assigned through technical directives and identify implementation issues that may inhibit or enhance performance. In each quarterly report, the contractor must include success stories which provide information that demonstrates outcomes and possible impacts that the activity/program has had during the reporting period through materials such as stories, quotes and photos. The reports must also discuss interaction with counterparts, and any necessary alterations to the work plan and initial timetable. The reports may also include information on coordination internal (the M&E and technical staff) and other projects, as appropriate. To be noted that the fourth quarterly report will include a full annual report summarizing achievement and results to date, challenges and how to address them or how they were resolved.

Quarterly reporting shall begin after the end of the first quarter from the contract award as specified in below fiscal year quarters. The quarterly report is due to the the COR on or before the last day of the month following the end of each quarter. The COR may make exceptions to this schedule depending on when exactly the contract is signed; for example, if the project begins in November, the time remaining in Q1 may be incorporated into the quarterly report for Q2.

Quarterly Reports Schedule for Submission:

- Q1: October 1 to December 31
- Q2: January 1 to March 31
- Q3: April 1 to June 30
- Q4: July 1 to September 30, will include an annual summary of achievements to date

- Quarterly Report due January 31
- Quarterly Report due April 30
- Quarterly Report due July 31
- Quarterly/annual Report due October 31

## **QUARTERLY FINANCIAL REPORTS**

The contractor shall prepare and submit in a format acceptable to the COR the quarterly financial summary to include:

- Total estimated cost of the award
- Total amount obligated
- Total amount invoiced for
- Total amount expended but not yet invoiced for
- Remaining unexpended funds
- Any changes to planned budgets

The financial summary shall be due at the same time as the quarterly performance reports.

## **ANNUAL REPORTS**

No later than October 31 each year, the contractor must submit an annual report, in a format acceptable to the COR, in conjunction with the fourth quarterly report documenting any changes and trends in the external environment affecting overall program implementation, review of critical assumptions, project

performance, key findings, lessons learned, best practice, and implementation challenges. These reports must not be any longer than 25 - 30 pages and offer a specific overview of the past year for Promote Scholarship. The annual reports must summarize the progress and issues faced by Promote Scholarship in the previous year. The reports must also summarize interaction with counterparts, and any necessary alterations to the work plan including the annual budget and initial timetable.

## **CLOSE OUT PLAN**

The contractor must submit a Demobilization Plan for COR approval 60 days before the end of the contract. The Demobilization Plan must include an illustrative Property Disposition Plan, a plan for the phase-out of in-country operations, a delivery schedule for all reports or other deliverables required under the contract and a timetable for completing all required actions in the Demobilization Plan, including the submission date of the final Property Disposition Plan to the CO.

## **FINAL REPORT**

The Contractor shall prepare and submit to the COR, no later than the contract end date, a detailed final/completion report which summarizes the accomplishments and impact in relation to the expected results, and recommendations regarding future and unfinished work.

The final/completion report shall also contain an index of all reports and information products produced under this contract. The completion report may provide recommendations for follow-on work that might complement the work completed under the contractor. The COR will provide written comments, and the Contracting Officer may likewise add written comments, which the contractor will address in revising the draft and submitting a final completion report.

The final report must include, but is not limited to, the following items:

- Basic identifying information, such as program name, award number, approval date, and country assisted;
- The total cost of the program funded by USAID,
- The principal implementing partner; if applicable
- A summary of activities/projects used to implement Promote Scholarship and major outputs and deliverables ;
- Prospects for long-term sustainability of Promote Scholarship's impact and principal threats to its sustainability;
- Lessons learned from the program so that they can be applied to other USAID programs, including a follow-on program in Afghanistan and similar programs in conflict effected environments;
- Significant changes in the Results Framework during the life of the program, if any;
- A summary of performance indicators used and an assessment of their relative usefulness for performance management and reporting;
- A list scholarships granted;
- A list and attachments of English Language, training and course materials, and tool kit materials conducted during the life of the program, including performance reports; and
- Names and contact point of individuals who were directly involved in various phases of the program (planning, achieving, assessing and learning) and who would be good sources of additional information.

## **F.8 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004) (AAPD 04-06)**

(a) Contract Reports and Information/Intellectual Products.

- (1) The shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Contracting Officer's Representative (COR). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The shall also submit to copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.
- (2) Upon contract completion, the awardee will submit to DEC an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

(1) Distribution.

- (i) At the same time submission is made to the COR, the awardee will submit, one copy each, of contract reports and information/intellectual products (referenced in paragraph (a) (1) of this clause) in either electronic (preferred) or paper form to one of the following:
  - (A) Via E-mail: [docsubmit@dec.cdie.org](mailto:docsubmit@dec.cdie.org);
  - (B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA;
  - (C) Via Fax: (301) 588-7787; or
  - (D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>
- (ii) The shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to DEC, within 30 days after completion of the contract to one of the address cited in paragraph (b)(1)(i) of this clause.

(2) Format.

- (i) Descriptive information is required for all products submitted. The title page of all reports and information products shall include the contract number(s), name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate coversheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

- (ii) The report in paper form shall be prepared using non-glossy paper (preferably recycled and white or off-white using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.
- (iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the paper copy.
- (iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, and Portable Document Format (PDF). Submission in PDF is encouraged.
- (v) The electronic document submission shall include the following descriptive information:
  - (A) Name and version of the application software used to create the file, e.g., MSWord6.0 or Acrobat Version 5.0.
  - (B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.
  - (C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data or program installation instructions.

**[END OF SECTION F]**

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

- (a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The Contracting Officer's Representative (COR) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either email, paper or fax versions of the SF-1034 –Public Voucher for Purchases and Services Other Than Personal. Each voucher must be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.
- 1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

<b>TOTAL EXPENDITURES (Document Number: XXX-X-XX-XXXX)</b>			
Line Item	Description	Amt. Vouchered To Date	Amt. Vouchered This Period
001	Product/Service Desc. For Line Item 0001 example: Salary/Wages	\$XXXX.XX	\$XXXX.XX
002	Product/Service Desc. For Line Item 0002 example: Travel	\$XXXX.XX	\$XXXX.XX
<b>Total</b>		<b>\$XXXX.XX</b>	<b>\$XXXX.XX</b>

- 2) The fiscal report must include a certification, signed by an authorized representative of the Contractor, as follows:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals

have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

- (b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instruction provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions must be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.
- (c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any un-liquidated balance of advance remaining under this contract.
- (d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract must be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records – Negotiation".

## **G.2 CONTRACTING OFFICER'S AUTHORITY**

The Contracting Officer is the only person authorized to make or approve any changes in the requirements of this Contract and notwithstanding any provisions contained elsewhere in this Contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including cost.

All questions concerning the administration of this award will be sent to the Contracting Officer.

It is the responsibility of the Contractor to inform the Contracting Officer of requests that affect any and all sections of this award. The Contracting Officer is located at:

USAID/Afghanistan  
Office of Acquisition and Assistance  
U.S. Embassy  
East Compound  
Great Masood Road  
Kabul, Afghanistan

U.S. Address:



Office of Acquisition & Assistance (OAA/Kabul)  
USAID, Afghanistan  
6180 Kabul Place,  
Dulles, VA 20189-6180

### **G.3 CONTRACTING OFFICER’S REPRESENTATIVE (COR)**

The Contracting Officer’s Representative (COR) will be designated in the contract and by letter from the Contracting Officer.

### **G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID**

- (a) Technical Directions are defined to include:
  - (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
  - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
  - (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.
- (b) The COR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:
  - (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
  - (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
  - (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents must be signed as “Contracting Officer’s Representative” with a copy furnished to the Contracting Officer.
  - (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
  - (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
  - (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

**LIMITATIONS:** The Contracting Officer's Representative is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The Contracting Officer's Representative may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules will be made only by the Contracting Officer.

- (c) In the separately-issued Contracting Officer's Representative Designation letter, the CO designates an alternate Contracting Officer's Representative to act in the absence of the designated Contracting Officer's Representative, in accordance with the terms of the letter.
- (d) **Contractual Problems** - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the Contracting Officer's Representative must bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.
- (e) Failure by the Contractor to report to the Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

## **G.5 ACCEPTANCE AND APPROVAL**

In order to receive payment for costs incurred for services rendered under this contract, such costs and the work performed must be verified and approved by the COR. In order to receive payment of the fixed fee or a portion thereof, all pertinent deliverables must be accepted and approved by the COR. Fixed Fee will be paid only upon completion of deliverables, pursuant to FAR 16.306(d) and FAR 52.246-5, Inspection and Acceptance.

## **G.6 PAYING OFFICE**

The preferred method of transmission of invoices is through electronic medium at the following address: KabulAIDvouchers@state.gov. Subject line must read Award No. and name of firm *[to be filled in at time of award]*. The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe format. If submitting invoices electronically, do not send a paper copy.

Paper copy submission: One (1) original of each invoice must be submitted on an SF-1034 Public Voucher for Purchases and Services Other Than Personal to the Office of Financial Management (OFM) at the following address:

Office of Financial Management

USAID/Afghanistan  
U.S. Embassy  
East Compound  
Great Masood Road  
Kabul, Afghanistan

#### **G.7 CONTRACTOR'S PRIMARY POINT OF CONTACT**

The contractor's primary point of contact is [name and title] where can be reached at telephone number and email address:

---

*[To be filled in at time of award].*

#### **G.8 CONTRACTOR'S PAYMENT ADDRESS**

---

---

---

*[To be filled in at time of Award]*

#### **G.9 ACCOUNTING AND APPROPRIATION DATA**

Strategic Objective:	N/A
Team/Division:	AFGHANISTAN
Benefiting Geo Area:	306
REQ No.	306-14-000159
Line Number:	N/A
BBFY:	20XX, 20XX
Fund:	XX
EBFY:	20XX, 20XX
Program Element:	A0XX (X.X.X)
Program Area:	AXX
SOC:	4100201
Distribution:	306-M
Amount:	\$(TBD)

**[END OF SECTION G]**

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

In accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract, the following contract clauses are hereby incorporated by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. See <http://acquisition.gov/far/index.html> and [www.usaid.gov/ads/policy/300/aidar](http://www.usaid.gov/ads/policy/300/aidar) for electronic access to the full text of a clause.

#### **AIDAR PART 752**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
752.204-2	SECURITY REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7027	PERSONNEL	DEC 1990

### **H.2 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)**

- (a) Except as may be specifically approved by the Contracting Officer, the Contractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 "Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds." The authorized source for procurement is Geographic Code 937. However, USAID currently has a waiver in place that permits the use of Geographic code 935, if necessary. If 935 is used, the contractor will need to document the files regarding the circumstances of its use. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.
- (b) Ineligible goods and services. The Contractor must not procure any of the following goods or services under this contract:
  - (1) Military equipment,
  - (2) Surveillance equipment,
  - (3) Commodities and services for support of police and other law enforcement activities,
  - (4) Abortion equipment and services,
  - (5) Luxury goods and gambling equipment, or
  - (6) Weather modification equipment.
- (c) Restricted goods. The Contractor must obtain prior written approval of the Contracting Officer or comply with required procedures under an applicable waiver as provided by the Contracting Officer when procuring any of the following goods or services:
  - (1) Agricultural commodities,
  - (2) Motor vehicles,
  - (3) Pharmaceuticals and contraceptive items,
  - (4) Pesticides,
  - (5) Fertilizer,
  - (6) Used equipment, or

(7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer or fails to comply with required procedures under an applicable waiver as provided by the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the contractor to refund the entire amount of the purchase.

### **H.3 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)**

The contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney Designees or alternate contact persons.

### **H.4 AIDAR 752.228-3 WORKER'S COMPENSATION INSURANCE**

As prescribed in 728.309, the following supplemental coverage is to be added to the clause specified in FAR 52.228-3 by the USAID contracting officer. (See FAR 52.228)

- (a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self-insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.
- (b) If USAID or the Contractor has secured a waiver of DBA coverage (see AIDAR 728.305-70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the Contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.
- (c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

### **H.5 INSURANCE AND SERVICES**

- (a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's

DBA insurance carrier is:

- (1) AON Risk Insurance Services West, Inc.  
199 Fremont St., Suite 1400  
San Francisco, CA 94105

Hours: 8:30AM to 5:00PM, Pacific Time

Primary Contact: Fred Robinson  
Phone: (415) 486-7516  
Fax: (415) 486-7059  
Email: [Fred.Robinson@aon.com](mailto:Fred.Robinson@aon.com)

Secondary Contact: Angela Falcone  
Phone: (415) 486-7000  
Email: [Angela.Falcone@aon.com](mailto:Angela.Falcone@aon.com)

OR

- (2) AON Risk Insurance Services East, Inc.  
1120 20th St., N.W., Suite 600  
Washington D.C. 20036

Hours: 8:30AM to 4:00PM., Eastern Time

Primary Contact: Ellen Rowan  
Phone: (202) 862-5306  
Fax: (202) 429-8530  
Email: [Ellen.Rowan@aon.com](mailto:Ellen.Rowan@aon.com)

Secondary Contact: Chris Thompson  
Phone: (202) 862-5302  
Email: [Chris.Thompson@aon.com](mailto:Chris.Thompson@aon.com)

In compliance with new Agency guidelines, Contractors will be required to submit a copy of DBA coverage for which contract performance is to occur outside of the U.S. This document is to be provided prior to start of performance overseas.

- (b) New Rates: There are three different rates depending on the nature of the services to be provided. If a contract contains more than one of the services listed, the premium will be distributed proportionally.

PERIOD		Services	Construction	Security Guards
Life of contract	xx/xx/12 – xx/xx/17	\$2.00	\$4.50	\$7.50

#### **H.6 AIDAR 752.7007 PERSONNEL COMPENSATION (JUL 2007)**

- (a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract.

- (b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

## **H.7 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION**

- (a) Limitations:

- (1) Salary ranges for all local professional positions under this contract will be established based on the market value of the position in the country of contract performance. The established range must be realistic and reasonable for the responsibilities of each position and will not be based on the salary history or the qualifications of the candidate selected. Upon establishment of the salary ranges of the professional positions, an appropriate candidate will be selected based on the qualifications sought for that position and the Contractor's personnel practices. That individual's salary will be negotiated within the established range, based on his or her certified salary history and the conditions stated further in this paragraph. The Contractor will avoid "rank-in-person" salaries, which are in excess of the value and the responsibilities of the position. In addition, the salary ranges may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees. If, during contract performance, the Contractor proposes salary or wages for an individual(s) that exceeds 3% percent of the individual's current salary or wage or the highest rate of annual salary or wage received during any full year of the immediately preceding five (5) years, the cognizant Contracting Officer's approval is required.
  - (2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the contract equivalent to the maximum annual salary of the USAID established rate for agencies without a certified SES performance appraisal system (also referred to as USAID Contractor Salary Threshold (USAID CST)) published at <http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2014/ES.pdf> , as amended from time to time, unless the Contracting Officer approves a higher amount in accordance with the Agency policy and procedures in ADS 302 "USAID Direct Contracting."

- (b) Salaries During Travel:

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

- (c) Return of Overseas Employees:

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable nonperformance, or security reasons will not be reimbursed for a period which extends beyond the time required to return the employee promptly to the point of origin by the most direct and expeditious air route.

- (d) Annual Salary Increases:

Annual salary increase (of any kind -- cost of living, merit, promotion increase, or any other type) of not more than 3% cumulatively may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding USAID CST may be granted only with the advance written approval of the Contracting Officer.

(e) Consultants:

For Short-Term Technical Assistance (Consultants) associated with CPFF contract, the Offeror must submit a Pay Scale, which will include the level of expertise (e.g., Junior, Mid-Level, Senior), along with the responsibilities and the qualifications sought for each level.

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer or if the consultant was specifically named in the approved budget and a Contractor Employee Biographical Data Sheet was submitted; and if such provision has been made or approval given, compensation will be within the pay scale specified and will not exceed: 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the maximum daily salary rate as described in ADS 302.3.6.10, whichever is less.

(f) Initial Salaries:

The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. Any initial starting salaries included in the contractor's proposal and accepted during negotiations, are deemed approved upon contract execution.

Note: The Contractor must retain any approvals issued pursuant to sections (a) through (f) above for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and will not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less (see Part I, Section B.3 of this contract).

(g) Work Week:

(1) Non-overseas Employees

The length of the contractor's U.S., non-overseas employees workday will be in accordance with the contractor's established policies and practices and will not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employee

The work week for the Contractor's overseas employees will not be less than 40 hours and will be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperating Country associated with the work of this contract.

A six (6) day work week is approved for this contract. No overtime or premium pay is authorized under this Contract for overseas employees. However, for occasions when there are essential and time-sensitive tasks to be performed that cannot be accomplished during a five-day workweek, a six-day workweek is authorized only for consultants and overseas



personnel. The Contractor will document these instances and inform the COR with a copy to the Contracting Officer.

(h) Definitions:

As used in this contract, the terms "salaries" and "wages" mean the periodic remuneration received for professional or technical personal services rendered. Unless the contract states otherwise, these terms do not include any other elements of personal compensation described in the cost principle in FAR 31.205-6 "Compensation for Personal Services," such as (but not limited to) the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028). The term "compensation" is defined in FAR 31.205-6(a) and includes fees and honoraria related to the personal services provided under this contract, but excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

**H.8 AIDAR 752.7031 LEAVE AND HOLIDAYS (OCT 1989)**

(a) Vacation leave.

- (1) The Contractor may grant to its employees working under this contract vacations of reasonable duration in accordance with the Contractor's practice for its employees, but in no event will such vacation leave be earned at a rate exceeding 26 work days per annum. Reimbursement for vacation leave is limited to the amount earned by employees while serving under this contract.

For regular employees during their tour of duty in the Cooperating Country, vacation leave is provided under this contract primarily for purposes of affording necessary rest and recreation. The Contractor's Chief of Party, the employee and the Cooperating Country institution associated with this project will develop vacation leave schedules early in the employee's tour of duty taking into consideration project requirements, employee preference and other factors.

- (2) Leave taken during the concluding weeks of an employee's tour will be included in the established leave schedule and be limited to that amount of leave which can be earned during a twelve-month period unless approved in accordance with paragraph (a)(3) of this clause.
- (3) Vacation leave earned but not taken by the end of the employee's tour pursuant to paragraphs (a)(1) and (2) of this clause will be forfeited unless the requirements of the project precluded the employee from taking such leave, and the Contracting Officer (with the endorsement of the Mission) approves one of the following as an alternative:
  - (i) Taking, during the concluding weeks of the employee's tour, leave not permitted under (a)(2) of this section, or
  - (ii) Lump-sum payment for leave not taken provided such leave does not exceed the number of days which can be earned by the employee during a twelve-month period.

- (b) Sick Leave. Sick leave is earned by employees in accordance with the Contractor's usual practice but not to exceed 13 work days per annum or 4 hours every 2 weeks. Additional sick leave after use of accrued vacation leave may be advanced in accordance with Contractor's usual practice; if in the judgment of the Contractor's Chief of Party it is determined that such additional leave is in the best interest of the project. In no event will such additional leave exceed 30 days. The Contractor agrees

to reimburse USAID for leave used in excess of the amount earned during the employee's assignment under this contract. Sick leave earned and unused at the end of a regular tour of duty may be carried over to an immediately succeeding tour of duty under this contract. The use of home leave authorized under this clause will not constitute a break in service for the purpose of sick leave carry-over. Contractor employees will not be compensated for unused sick leave at the completion of their duties under this contract.

(c) Home leave.

- (1) Home leave is leave earned for service abroad for use only in the United States, in the Commonwealth of Puerto Rico, or in the possessions of the United States.
- (2) A regular employee who is a U.S. citizen or resident and has served at least 2 years overseas, as defined in paragraph (c)(4) of this clause, under this contract and has not taken more than 30 workdays leave (vacation, sick, or leave without pay) in the United States, may be granted home leave of not more than 15 workdays for each such year of service overseas, provided that such regular employee agrees to return overseas upon completion of home leave under an additional 2 year appointment, or for a shorter period of not less than 1 year of overseas service under the contract if the Mission Director has approved in advance. Home leave must be taken in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States; any days spent elsewhere will be charged to vacation leave or leave without pay.
- (3) Notwithstanding the requirement in paragraph (c)(2), of this clause, that the Contractor's regular employee must have served 2 years overseas under this contract to be eligible for home leave, Contractor may grant advance home leave to such regular employee subject to all of the following conditions:
  - (i) Granting of advance home leave would in each case serve to advance the attainment of the objectives of this contract;
  - (ii) The regular employee shall have served a minimum of 18 months in the Cooperating Country on his/her current tour of duty under this contract; and
  - (iii) The regular employee shall have agreed to return to the Cooperating Country to serve out the remainder of his/her current tour of duty and an additional 2 year appointment under this contract, or such other additional appointment of not less than 1 year of overseas service as the Mission Director may approve.
- (4) The period of service overseas required under paragraph (c)(2) or paragraph (c)(3) of this clause shall include the actual days spent in orientation in the United States (less language training) and the actual days overseas beginning on the date of departure from the United States port of embarkation on international travel and continuing, inclusive of authorized delays en route, to the date of arrival at the United States port of debarkation from international travel. Allowable vacation and sick leave taken while overseas, but not leave without pay, shall be included in the required period of service overseas. An amount equal to the number of days of vacation sick leave taken in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States will be added to the required period of service overseas.
- (5) Salary during travel to and from the United States for home leave will be limited to the time required for travel by the most expeditious air route. The Contractor will be responsible for

reimbursing USAID for salary payments made during home leave if in spite of the undertaking of the new appointment the regular employee, except for reasons beyond his/her control as determined by the Contracting Officer, does not return overseas and complete the additional required service. Unused home leave is not reimbursable under this contract.

- (6) To the extent deemed necessary by the Contractor, regular employees in the United States on home leave may be authorized to spend not more than 5 days in work status for consultation at home office/campus or at USAID/Washington before returning to their post of duty. Consultation at locations other than USAID/Washington or home office/campus, as well as any time in excess of 5 days spent for consultation, must be approved by the Mission Director or the Contracting Office.
- (7) Except as provided in the schedule or approved by the Mission Director or the Contracting Officer, home leave is not authorized for TCN or CCN employees.
- (d) Holidays. Holidays for Contractor employees serving in the United States shall be in accordance with the Contractor's established policy and practice. Holidays for Contractor employees serving overseas should take into consideration local practices and shall be established in collaboration with the Mission Director.
- (e) Military leave. Military leave of not more than 15 calendar days in any calendar year may be granted in accordance with the Contractor's usual practice to each regular employee whose appointment is not limited to 1 year or less and who is a reservist of the United States Armed Forces, provided that such military leave has been approved in advance by the cognizant Mission Director or Assistant Administrator. A copy of any such approval shall be provided to the Contracting Officer.
- (f) Leave Records. The Contractor's leave records shall be preserved and made available as part of the contractor's records which are required to be preserved and made available by the Examination of Records by the Comptroller General and Audit clauses of this contract.

#### **H.9 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)**

- (a) Contractors must provide MEDEVAC service coverage to all U.S. citizens, U.S. resident alien, And Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract.

USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service Coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

- (b) Exceptions.
  - (i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.
  - (ii) The Mission Director may make a written determination to waive the requirement for such

coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

- (c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by contractor employees overseas.

#### **H.10 USAID DISABILITY POLICY (DEC 2004)**

- (a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: [http://www.usaid.gov/about\\_usaid/disability/](http://www.usaid.gov/about_usaid/disability/)
- (b) USAID therefore requires that the Contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the Contractor's actions must demonstrate a comprehensive and consistent approach for including women and children with disabilities.

#### **H.11 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for the procurement of goods and services is 937. However, USAID currently has a waiver in place that permits the use of geographic code 935, if necessary. If 935 is used, the contractor must document the files regarding the circumstances of its use.

#### **H.12 EXECUTIVE ORDERS ON TERRORISM FINANCING**

The Contractor is reminded that U.S. Executive Orders (including E.O. 13224) and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor to ensure compliance with these Executive Orders and laws.

FAR 25.701 prohibits agencies and their contractors and subcontractors from acquiring any supplies or services from individuals or organizations, if any proclamation, Executive Order, Office of Foreign Assets Control (OFAC) regulations, or statute administered by OFAC would prohibit such a transaction. Accordingly, the Contracting Officer must check the U.S. Department of the Treasury's OFAC List to ensure that the names of the Contractor and proposed subcontractors (and individuals from those organizations who have been made known to them), are not on the list. Mandatory FAR clause 52.225-13 Restrictions on Certain Foreign Purchases is included by reference in Section I.1 of this contract. By accepting this contract, the Contractor acknowledges and agrees that it is aware of the list as part of its compliance with the requirements of that clause. This clause must be included in all subcontracts/sub-awards issued under this contract.

#### **H.13 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY**

## RESOURCES

The Contractor will comply with the requirements contained in ADS 548 which require review and approval by the Office of Information Resource Management (M/IRM) in USAID/W of information technology components in which the life-cycle cost of commodities or services (e.g., installation, maintenance, and technical assistance) exceeds \$100,000.

- (a) Pursuant to ADS 547, Information Technology (IT) is defined as follows:

### Information Technology

- (1) The term 'information technology', with respect to an executive agency means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency. For purposes of the preceding sentence, equipment is used by an executive agency if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency which (i) requires the use of such equipment, or (ii) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product.
  - (2) The term 'information technology' includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.
  - (3) Notwithstanding subparagraphs (A) and (B), the term 'information technology' does not include any equipment that is acquired by a Federal contractor incidental to a Federal contract. (Source: Clinger-Cohen Act) (Chapters 541-548, 552)
- (b) The Contractor will maintain accountable property records of IT resources. These records must identify each accountable item of U.S. Government-funded property acquired or furnished under the contract in a format acceptable to the Contracting Officer and must be furnished to the Contracting Officer six months after the effective date of the contract and thereafter annually based on the effective date of the contract.

In the event any IT resources are lost, stolen, destroyed or damaged beyond economical repair, the Contractor must promptly notify both the COR and the Contracting Officer.

- (c) As part of the Property Disposition Plan, the Contractor will provide a separate and final inventory of sensitive property. Sensitive property is property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that will be subject to exceptional physical security, protection, control, and accountability. The Contractor will provide a final report to the COR and Contracting Officer on the final disposition of all sensitive property in the contractor's custody.

## H.14 LOGISTIC SUPPORT GOVERNMENT FURNISHED FACILITIES OR PROPERTY

- (a) The Contractor and any employee or consultant of the Contractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services specified in the Contract unless the use of Government facilities or personnel is specifically authorized in the Contract or is authorized in advance, in writing, by the CO.

- (b) If at any time it is determined that the Contractor, or any of its employees or consultants, have used U.S. Government facilities or personnel either in performance of the Contract itself, or in advance, without authorization in writing, by the Contracting Officer, then the amount payable under the Contract will be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the Contractor, as determined by the Contracting officer.
- (c) If the parties fail to agree on an adjustment made pursuant to this clause it will be considered a "dispute" and will be dealt with under the terms of the "Disputes" clauses of the Contract.

## **H.15 CONSENT TO SUBCONTRACTS**

In accordance with FAR clause 52.244-2, Subcontracts, the Contracting Officer consents to award of subcontracts as proposed in the Contractor's proposal which resulted in the award of this Contract to the following firms for the products or services specified here:

<u>Contractor Name</u>	<u>Services to be performed</u>
TBD	TBD

The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts requiring consent but not listed herein. In order for the Contractor to receive consent to subcontract; it will address each of the elements in FAR 44.202-2 for each subcontractor that was not identified above.

## **H.16 SUBCONTRACTING REQUIREMENTS**

- (a) Definitions: As used in this clause, "Principals" means the owner/president and all other individuals with a financial interest in the subcontractor, the program manager, project manager, and site foreman.
- (b) It is USAID's objective under this contract to promote competitive, transparent and appropriate local subcontracting with legitimate, competent and fully vetted subcontractors. Contractor will assure that all subcontractors and lower-tier subcontractors are actively engaged in the performance of subcontracted work. Contractor will assure that subcontract "brokering" does not occur under this contract and that all subcontractor and lower-tier subcontractors self-perform appropriate portions of the subcontracted work. To promote the foregoing objectives, USAID may limit the number of "tiers" that Contractor may subcontract.
- (c) Therefore, in addition to the requirements of FAR 52.244-2 and prior to awarding any subcontract, the Contractor will notify the Contracting Officer in writing of Contractor's intent to subcontract and obtain Contracting Officer's approval to award said subcontract(s).
- (d) Contractor's notification and request for approval to subcontract will include the following information:
  - (i) Subcontract number and title (or a general description of the subcontract work);
  - (ii) Names, addresses, telephone numbers and e-mail addresses of the subcontractor and all lower-tier subcontractors (regardless of dollar amount or percentage of work to be performed);
  - (iii) The total value of the work and total value of the work to be self-performed by the subcontractor;

- (iv) A copy of Afghan business license (Afghan firms only);
- (v) Subcontractor and lower-tier subcontractor banking information to include, bank name, routing identifier, account number and name(s) on account(s);
- (vi) Identification information for the subcontractor and lower-tier subcontractor Principals to include, full name, address, nationality, identity card/passport number, date of birth; and
- (vii) A table depicting the work to be performed and the total value of the work to be performed by the subcontractor and each lower-tier subcontractor.
- (viii) Written documentation confirming Contractor has vetted all proposed subcontractors and lower-tier subcontractors at the following websites:

<https://www.sam.gov/>  
<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>  
<http://www.un.org/sc/committees/1267/consolist.shtml>

- (e) As required by Section L.8 of this contract, the Contractor shall perform with its own organization, at least 15 percent of the work required under the contract. The Government intends to limit the number of tiers of subcontracts. Performance by the Contractor, subcontractors or lower-tier subcontractors of work which is only administrative in nature shall not meet the requirements of this clause.
- (f) The contractor and all its subcontractors and lower-tier subcontractors shall maintain payrolls and basic personnel records for all personnel working under the contract. Said records shall be made available to the government during contract performance and for 5 years after contract completion. The records shall contain the name of each employee, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (g) Subcontracts. The contractor shall include this clause in all subcontracts, and shall require subcontractors to include this clause in all lower-tier subcontracts. The contractor shall be responsible for compliance with this clause by all subcontractors and lower-tier subcontractors.
- (h) The contracting officer's approval to subcontract, to include approval of lower tier subcontracts, does not constitutes a determination —
  - (i) Of the acceptability of any subcontract terms or conditions;
  - (ii) To relieve the Contractor of their responsibility as the prime contractor for all performance under this contract.
  - (iii) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum extent practical.
- (i) Submission of false information required by this clause or non-compliance with the requirements of the clause shall be considered a material breach of the contract.

## **H. 17 SUB-AWARD REQUIREMENTS (MARCH 2012)**

- (a) Applicability: This section limits the number of tiers of sub-awards to two tiers below the awardee for all Contracts and Cooperative Agreements. The awardee must not allow lower-tier sub-awards without the express written approval of the Contracting/Agreement Officer.
- (b) Definitions: The term "award" in this clause refers to either the direct contract between USAID and the prime contractor or a direct Cooperative Agreement between USAID and the recipient. A "first-

tier sub-award" is a direct award between the awardee and a sub-awardee (the "first-tier sub-awardee"). A "second tier sub-award" is a direct award between the first-tier sub-awardee and its sub-awardee (the "second-tier sub-awardee").

- (c) USAID's objective is to promote, to the extent practicable, competitive, transparent and appropriate local sub-awards with legitimate and competent sub-awardees. Awardee will ensure that all sub-awardees at any tier are actively engaged in the performance of sub-awarded work. Awardee will ensure that sub-awardees do not engage in "brokering" or "flipping" their sub-awards under this award and that all sub-awardees at any tier self-perform appropriate portions of the work. "Brokering" or "flipping" is the practice of a sub-awardee receiving a sub-award and either selling such sub-award or not performing a significant percentage of the work with the sub-awardee own organization.
- (d) Should exceptional circumstances warrant sub-awards below two tiers, the Awardee will promptly request approval in writing from the Contracting/Agreement Officer, which for contracts may be done in conjunction with a request under FAR 44, provided that the additional information set forth in paragraph (e) below is also provided.
- (e) Awardee's written request for approval to allow sub-awardees below the second tier will include the following information:
  - (i) Sub-award number and title (or a general description of the sub-award work) of the existing sub-award;
  - (ii) Detailed explanation regarding why the work to be performed by the lower-tier sub-awardee cannot be performed by the prime or the two levels of sub-awardees.
  - (iii) The total value of the work and total value of the work to be self-performed by the existing sub-awardee;
- (f) Provisions for specific contract types:
- (g) For purposes of calculating tiers, the following will not be considered a tier:
  - (i) subsidiaries of the awardee;
  - (ii) members of a joint-venture, provided the joint venture is either the awardee or otherwise a "tier" hereunder;
  - (iii) employment awards for a single individual, provided that such individual issues no further sub-awards;
  - (iv) suppliers/service providers for component parts for a sub-award issued for finished commodities purchased on the market. Only the sub-awardee supplying the finished commodity shall be considered a "tier" for purposes of this clause/provision;
  - (v) suppliers of administrative or professional services incidental to the completion of the award nor their sub-awardees, such as legal or financial services, provided such suppliers or their sub-awardees do not perform substantive work related to the scope of work hereunder.
- (h) With exception provided in paragraph D above for sub-awards. The awardee will include this clause in all sub-awards, and will require sub-awardees to include this clause in all lower-tier sub-awards. The awardee will be responsible for compliance with this clause/provision by all sub-awardees and lower-tier sub-awardees.



## **H.18 REPORTING OF FOREIGN TAXES (JULY 2007)**

- (a) The contractor must annually submit a report by April 16 of the next year.
- (b) Contents of Report. The report must contain:
  - (1) Contractor name.
  - (2) Contact name with phone, fax and email.
  - (3) Contract number(s).
  - (4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
  - (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
  - (6) Any reimbursements received by the contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
  - (7) Report is required even if the contractor did not pay any taxes during the report period.
  - (8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause:
  - (1) “Agreement” includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
  - (2) “Commodity” means any material, article, supply, goods, or equipment.
  - (3) “Foreign government” includes any foreign governmental entity.
  - (4) “Foreign taxes” means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to:  
Mission Controller  
USAID Afghanistan  
Great Masood Road  
Kabul, Afghanistan
- (e) Sub-agreements. The contractor must include this reporting requirement in all applicable subcontracts and other sub-agreements.

- (f) For further information see <http://www.state.gov/s/d/rm/>.

## **H.19 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES**

Funds in this contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences [<http://inside.usaid.gov/ADS/300/350maa.pdf>] or as approved by the CO.

## **H.20 LOGISTIC SUPPORT**

The Contractor will be responsible for furnishing all logistic support in the United States and overseas.

## **H.21 LANGUAGE REQUIREMENTS**

The Contractor personnel and/or consultants will have English and foreign language proficiency as needed to perform technical services. USAID reserves the right to test proposed individuals to ensure that they have the language capability required under the contract.

## **H.22 INTERNATIONAL TRAVEL APPROVAL**

In accordance with the clearance/approval requirements in paragraph (a) of AIDAR 752.7027 Personnel (DEC 1990) (incorporated by reference above) and AIDAR 752.7032 International Travel Approval and Notification Requirements (APR 2014) (incorporated by reference in Section I), the Contracting Officer hereby delegates authority to the respective COR(s) to provide approval for all international travel directly funded by USAID and explicitly identified in the final, negotiated budget. Travel must be within the terms of this contract, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount in the contract or in the Contract (s). The Contractor will retain for audit purposes a copy of each travel approval.

The Contractor will therefore present to the cognizant COR an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The COR's prior written approval must be kept with contract files. Contractor will, at least one week prior to commencement of approved international travel, notify the cognizant Mission, with a copy to the COR, of planned travel, identifying the travelers and the dates and times of arrival.

Travel not expressly identified and incorporated into the budget must be submitted to the CO thru the COR for approval.

## **H.23 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
  - (1) When no longer needed for contract performance.
  - (2) Upon completion of the Contractor employee's employment.
  - (3) Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

#### **H.24 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (SEP 2006)**

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems. USAID will begin issuing HSPD-12 "smart card" IDs to applicable contracts, using a phased approach. Effective October 27, 2006, USAID will begin issuing new "smart card" IDs to new Contractors (and new Contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID's information systems. USAID will begin issuance of the new smart card IDs to existing Contractors (and existing Contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing Contractor (or Contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing Contractor (or Contractor employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.)

Accordingly, before a Contractor (including a PSC\* or a Contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.)

USAID/W the Contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and the Contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the Contractor to receive a building access ID, and before access will be granted to any of USAID's information systems. All Contractors must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The Contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the Contractor or completion of the contract, whichever occurs first.

The Contractor must comply with all applicable HSPD-12 and PIV procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent related USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office.

In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Contracting Officer.

The Contractor is required to include this clause in any subcontracts that require the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

## **H.25 STANDARDS OF CONDUCT -- IMPROPER BUSINESS PRACTICES**

Corruption or any other improper business practices related to this contract will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by contractors, subcontractors and any other agent acting in connection with this contract. Examples of such unacceptable behavior include, but are not limited to providing or offering of bribes to any person associated with the contract or any subcontracts; soliciting or accepting kickbacks or bribes; and knowingly making any false or misleading accounting reports or financial statements. Contractors, subcontractors and any other agents acting under contracts awarded herein are expected to employ due diligence and have internal controls in place towards practicing good governance in execution of the contract. Any one of these entities found to have engaged in illegal activity, improper behavior, or corrupt practices will be subject to corrective actions in accordance with the respective FAR clause incorporated into this contract.

## **H.26 ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS (AUGUST 2013)**

- (a) A U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of a U.S. firm may obtain access to USAID facilities or logical access to USAID's information systems only when and to the extent necessary to carry out this award and in accordance with this provision. The contractor's employees, consultants, or volunteers who are not U.S. citizen as well as employees, consultants, or volunteers of non-U.S. firms, irrespective of their citizenship, will not be granted logical access to U.S. Government information technology systems (such as Phoenix, GLAAS, etc.) and must be escorted to use U.S. Government facilities (such as office space).
- (b) Before a contractor (or a contractor employee, consultant, or volunteer) or subcontractor at any tier may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities in the United States, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form to the Enrollment Office personnel when undergoing processing. One identity source document must be a valid Federal or State government-issued picture ID. Contractors may contact the USAID Security Office to obtain the list of acceptable forms of documentation. Submissions of these documents, to include documentation of security background investigations are mandatory in order for the contractor to receive a PIV/FAC card and be granted access to any of USAID's information systems. All such

individuals must physically present these two source documents for identity proofing at their enrollment.

- (c) The contractor or its Facilities Security Officer must return any issued building access ID and remote authentication token to the Contracting Officer's Representative (COR) upon termination of the individual's employment with the contractor or completion of the contract, whichever occurs first.
- (d) Individuals engaged in the performance of this award as employees, consultants, or volunteers of the contractor must comply with all applicable Homeland Security Presidential Directive-12 (HSPD-12) and Personal Identity Verification (PIV) procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies.
- (e) The contractor is required to include this provision in any subcontracts that require the subcontractor, subcontractor employee, or consultant to have routine physical access to USAID space or logical access to USAID's information systems.

## **H.27 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS**

USAID reserves the right to terminate this contract, to demand a refund or take other appropriate measures if the Contractor has been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

## **H.28 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY**

All reports generated and data collected during this project shall be considered confidential and shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of the CO. All findings, conclusions and recommendations shall be considered confidential and proprietary.

## **H.29 DISCLOSURE OF INFORMATION (AIDAR)**

- (a) Contractors are reminded that information furnished under this contract may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or the Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.
- (b) Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.
- (c) In performance of this contract, the Contractor assumes responsibility for the protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

- (d) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

### **H.30 DATABASE REPORTING REQUIREMENTS**

USAID/Afghanistan uses a management information system to track program and project information for all mission-funded activities. The purpose of this database is to track the location of project implementation, document the use of funds, and monitor development projects, while maintaining coordination between USAID/Afghanistan, USAID/Washington, Congress, implementing partners, the Government of Afghanistan, and other donors. This reporting process supports the Government of Afghanistan's requirement that USAID provide information to the Ministry of Finance in order to track ongoing and completed donor-sponsored development activities.

The Contractor shall provide at least a quarterly update of information on the activities under the Contract by entering this information into the USAID/Afghanistan management information system. The Contractor shall enter information via an Internet website or a Microsoft (MS) Access Database; USAID will provide the URL address or Access Database, and a user ID/password. A comprehensive user manual will be provided after that details information on the required information and processes needed for managing the information in USAID/Afghanistan information system.

### **H.31 USE OF SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTORS SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (SUPPLEMENT TO FAR 52.225-19)**

In accordance with paragraph (g) Personnel Data, of FAR clause 52.225-19 "Contractor Personnel in a Designated Operational Area of Supporting a Diplomatic or Consular Mission Outside the United States (MAR 2008)," the Contracting Officer hereby identifies DoD's Synchronized Pre-deployment and Operational Tracker (SPOT) as the required system to use for this contract in Afghanistan.

In accordance with Section 861 of the FY08 National Defense Authorization Act (FY08 NDAA), P.L. 110-181, USAID and the Departments of Defense (DOD) and State (DOS) have entered into a Memorandum of Understanding (MOU) under which USAID has agreed to establish a common database including information on contractors and contractor personnel performing work in Afghanistan. The MOU identifies SPOT as the common database to serve as the repository for this information. Information with regard to Afghan nationals will be entered under procedures provided separately by the Contracting Officer.

All contractor personnel must be accounted for in SPOT. Those requiring SPOT-generated Letters of Authorization (LOAs) must be entered into SPOT before being deployed to Afghanistan. If individuals requiring LOAs are already in Afghanistan at the time the contractor engages them or at the time of contract award, the contractor must immediately enter into SPOT each individual upon his or her becoming an employee or consultant under the contract. Contract performance may require the use of

armed private security contractor personnel (PSCs). PSCs will be individually registered in SPOT. Personnel that do not require LOAs will still be required to be entered into SPOT for reporting purposes, either individually or using an aggregate tally methodology. Procedures for using SPOT are available at <http://www.dod.mil/bta/products/spot.html>. Further guidance may be obtained from the Contracting Officer's Technical Representative or the Contracting Officer. It is emphasized that SPOT applies to sub-awards and that this provision must be included in all sub-awards at any tier.

### **H.32 FACILITIES USED FOR RELIGIOUS ACTIVITIES**

Unless otherwise authorized in writing by the Contracting Officer, Contractor shall not use Contract funds for any work related to facilities of any type where the intended use of such a facility is for inherently religious activities. In cases where work addressed by this provision is authorized by the Contracting Officer, such authorization will be limited and explicit.

### **H.33 SECURITY CLEARANCE**

- (a) Contract may involve classified performance in accordance with ADS Chapter 567 "Classified Contract Security and Contractor Personnel Security Program" and FAR Subpart 4.4 "Safeguarding Classified Information within Industry". Consequently, this Contract incorporates the minimum provisions needed to comply with the National Industrial Security Program (NISP) and ADS 567, as summarized in paragraphs (b) through (g) below. Before initiating the Fair Opportunity procedures in Section F of this Contract for any classified Contract, the requiring office for the Contract must complete a DD 254, have it cleared by the Office of Security (SEC), and include it with the Statement of Objective for the classified Contract. Questions pertaining to the DD 254 are to be directed to the Office of Security. Contracts or Contract s that do **not** require access to classified information and have not been designated as classified, in accordance with ADS 567, are not impacted by these procedures.
- (b) In order to be considered for a classified Contract, the Contractor must obtain and maintain a "Facility Clearance" at the "Secret" level. In accepting the award of this Contract, the Contractor acknowledges that it waives any right to be considered or to participate in the "fair opportunity to be considered" procedures in Section F of this Contract for any classified Contract if the Contractor fails to obtain and maintain a Secret level facility clearance. Even though the basic Contract is not classified, the Contractor may request a Secret level facility clearance at any time after the Contract is awarded in order to be eligible for consideration for a classified Contract. The COR from the office sponsoring the IQC is responsible for coordinating with SEC in taking any actions ADS 567 requires to request the facility clearance from the Defense Security Service (DSS). The TOCOR is responsible for managing the clearance requirements for any classified Contract s.

**At the time of award, the Contractor does [ ] does not [ ] have a Secret level facilities clearance.**

The CO is responsible for incorporating the completed and cleared DD254 into a classified Contract.

- (c) If DSS grants an interim clearance but then subsequently revokes the interim clearance after Contract award and denies a final clearance, the Contract may be terminated, depending on the reasons DSS denied the clearance. If the Contract is not terminated, the Contractor is prohibited from being considered for or being issued any future classified Contract s, in accordance with the acknowledgement in (b) above.

- (d) Employees of the Contractor working under this Contract or under a Contract issued against this Contract and requiring access to classified national security information and/or to areas under the control of USAID deemed "Restricted" by USAID's Office of Security must have been subject to an appropriate level background investigation by the Defense Security Service (DSS). DSS must issue either an "Interim" or "Final" security clearance for each such employee before USAID will grant him or her unescorted access to USAID's restricted spaces(s) or permit him or her access to classified national security information. If DSS issues an interim clearance but subsequently denies a final clearance for an employee of a cleared Contractor, the Contractor must immediately remove the employee from USAID-restricted space and prevent him or her from having access to or handling classified or administratively controlled materials. The Contractor is responsible for providing properly cleared personnel to work on the Contract and for ensuring that performance is not jeopardized.
- (e) The Contractor's Facility Security Officer (FSO) must forward a valid "Visit Request" identifying their representatives/employees and the required security clearance information to the USAID Office of Security, 1300 Pennsylvania Ave., N.W., Washington, D.C. 20523-8800.
- (f) In the event the Contractor subcontracts any work to be performed under a classified Contract, the Contractor is responsible for issuing the security guidance provided by USAID to any subcontractor and ensuring that subcontractors comply with security requirements of the prime Contract/Contract.
- (g) The Office of Security will issue RRB facility passes to individual Contractor representatives/employees upon receipt of the "Visit Request". The Contractor must ensure that any passes issued are returned upon termination of employment or completion of the Contract, whichever occurs first.

#### **H.34 GRANTS UNDER CONTRACTS**

Grants under Contracts to non-governmental organizations are authorized under this contract. They may be utilized at the contract level, as appropriate and when required by the Contracting Officer. The contractor, when required in any task, may execute grants up to \$100,000 (unless a deviation is obtained to have this threshold increased) with U.S. organizations (not-for-profits or for-profits), providing conditions in ADS 302.3.4.13 are met. For non-U.S. organizations there is no ceiling unless a fixed obligation grant is executed in which case the ceiling is \$100,000. Within a Contract, the CO will include all grant related clauses applicable to the contract statement of work. The Offeror must also seek approval for grants under contract authority for the contract in accordance with the procedures outlined below.

The following requirements apply to any grant awarded by the contractor under this contract:

- (a) USAID shall have substantial involvement in the establishment of selection criteria and shall approve the selection of grant recipients. Unless otherwise directed by the Contracting Officer, the COR shall have the authority to approve the grant recipient selection.
- (b) USAID retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.
- (c) The Contractor is not authorized to execute or administer Cooperative Agreements on USAID's behalf.



- (d) Requirements which apply to USAID-executed grants shall also apply to grants signed by the Contractor.
- (e) The Contractor shall award such grants only to non-U.S., or U.S., non-governmental organizations. It is anticipated that the approved amount of such grants shall not exceed \$100,000 (for U.S.) unless an exception is provided in writing by the Contracting Officer (and further approved by the HCA).
- (f) The Contractor shall prepare and submit for Contracting Officer approval, a Grants Manual that outlines, at a minimum, the competition process, selection criteria, types of grants to be utilized, as well as all grants templates. Once the Grants Manual is approved by the CO, the COR shall have the authority to approve the grant recipient selection.
- (g) If the Grants Manual is not provided before award to the Contracting Officer (CO), the Contractor shall obtain approval from the CO within 45 days after award of the contract.

The Contractor shall comply with all USAID policies, procedures, regulations, and provisions set forth in the Contract and ensure:

- (1) sufficient time to complete grantee audits,
- (2) sufficient time for the grantee to submit a final report to the Contractor, and
- (3) sufficient time for the Contractor to complete its review of the grantee and provide a final report to the government before Contract or Contract close-out.

All grants must be closed out no later than the end date of the Contract. Reporting requirements shall be in accordance with Section F.

### **H.35 RIGHT TO PROCURE FROM OTHER SOURCES**

The Government, under the terms of this contract, retains the right to procure similar services from other sources during the period of this contract. USAID reserves the right to contract with other entities outside of this contract to develop and/or implement Infrastructure activities and projects, including ones that have been identified, studied, developed and/or designed to a prescribed level by the Contractor under an approved Contract.

### **H.36 NONDISCRIMINATION (JUNE 2012)**

FAR Part 27 and the clauses prescribed in that part prohibit contractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices.

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of harassment, either sexual or nonsexual, of any employee or applicant for employment. Contractors are required to comply with the nondiscrimination requirements of the FAR.

In addition, the Agency strongly encourages all its contractors (at all tiers) to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection on these expanded

bases, subject to applicable law.

### **H.37 SERIOUS INCIDENT REPORTING IN AFGHANISTAN (DECEMBER 2010)**

The implementing partner is responsible for reporting all serious incidents during performance of the award. This reporting shall apply to the prime implementing partner and all sub-awardees regardless of the tier (subs of subs and lower, etc.). In addition to reporting, the prime is responsible for ensuring timely investigation of all serious incidents and maintaining on file all records of reported serious incidents.

A serious incident is defined as any of the following against an employee paid for with US Government funding or on a USAID funded worksite regardless of the tier of the employee:

1. Death of an individual,
2. Discharge of a firearm with the intent to cause bodily injury or the use of an instrument with the intent of causing serious bodily harm to an employee,
3. The detention of an employee against their will.

Implementing partners shall provide initial notification to the USAID Safety and Security Office (SSO), either orally or by email, of any serious incident - as soon as practical if it cannot be done immediately. The emails shall be sent to: KabulAIDSSO@usaid.gov. This notification must provide as many details as are known at the time about the incident.

Within 24 hours of the incident, the implementing partner shall submit a more formal written incident report. The prime partner shall provide the report to the SSO and will concurrently send a copy to the USAID Cognizant Contracting Officer's Representative (COR) and the Contracting Officer (CO).

The initial written report shall include the award number, the name of the company, location where the incident occurred (LatiLon or MGRS), time when the incident occurred, a brief description of the events of the incident, details about any known casualties and a point of contact for the company. The implementing partner shall provide a follow-up comprehensive written report of events surrounding the incident within 96 hours when greater details are known. Additionally, if a serious incident which involves an employee wounded in action (WIA) who later succumbs of the wound(s), the partner shall notify the SSO within 24 hours of the death of the individual.

### **H.38 USAID-FINANCED THIRD-PARTY WEBSITES (AUGUST 2013)**

(a) Definitions:

“Third-party web sites:” Sites hosted on environments external to USAID boundaries and not directly controlled by USAID policies and staff, except through the terms and conditions of a contract. Third-party Web sites include project sites.

(b) The contractor must adhere to the following requirements when developing, launching, and maintaining a third-party Web site funded by USAID for the purpose of meeting the project implementation goals:

- (1) Working through the COR, the contractor must notify the USAID Bureau for Legislative and Public Affairs/Public Information, Production and Online Services (LPA/PIPOS) of the Web

site URL as far in advance of the site's launch as possible.

- (2) The contractor must comply with Agency branding and marking requirements comprised of the USAID logo and brand mark with the tagline “from the American people,” located on the USAID Web site at [www.usaid.gov/branding](http://www.usaid.gov/branding), and USAID Graphics Standards manual at <http://transition.usaid.gov/branding/gsm.html>.
- (3) The Web site must be marked on the index page of the site and every major entry point to the Web site with a disclaimer that states:

"The information provided on this Web site is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."

- (4) The Web site must provide persons with disabilities access to information that is comparable to the access available to others. As such, all site content must be compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.
  - (5) The contractor must identify and provide to the COR, in writing, the contact information for the information security point of contact. The contractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role.
  - (6) The contractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the Web sites. To minimize security risks and ensure the integrity and availability of information, the contractor must use sound: system/software management; engineering and development; and secure-coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved as quickly as possible or within 30 days. Contact the USAID Chief Information Security Officer (CISO) at [ISSO@usaid.gov](mailto:ISSO@usaid.gov) for specific standards and guidance.
  - (7) The contractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to CISO at [ISSO@usaid.gov](mailto:ISSO@usaid.gov) and COR within 30 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used to conduct the scans. Alternatively, the contractor may authorize USAID CISO at [ISSO@usaid.gov](mailto:ISSO@usaid.gov) to conduct periodic vulnerability scans via its Web-scanning program. The sole purpose of USAID scanning will be to minimize security risks. The contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above.
- (c) For general information, agency graphics, metadata, privacy policy, and 508 compliance requirements, refer to [http://transition.usaid.gov/info\\_technology/xweb/contracts.html](http://transition.usaid.gov/info_technology/xweb/contracts.html)

### **H.39 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUGUST 2013)**

The contractor must obtain USAID approval prior to committing costs related to conferences funded in whole or in part with USAID funds where:

1. Twenty (20) or more USAID employees are expected to attend.
2. The net conference expense funded by USAID will exceed \$100,000 (excluding salary of employees), regardless of the number of USAID participants.

A conference is defined as a seminar, meeting, retreat, symposium, workshop, training activity or other such event that requires temporary duty travel of USAID employees. For the purpose of this policy, an employee is defined as a U.S. direct hire; personal services contractor, including U.S. PSCs, Foreign Service National (FSN)/Cooperating Country National (CCN) and Third Country National (TCN); or a Federal employee detailed to USAID from another government agency.

Conferences approved at the time of award will be incorporated into the award. Any subsequent requests for approval of conferences must be submitted by the contractor to the USAID COR. The COR will obtain the required agency approvals and communicate such approvals to the contractor in writing. The request for conference approval must include:

1. A brief summary of the proposed event; A justification for the conference and alternatives considered, e.g., teleconferencing and videoconferencing;
2. The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);
3. A list of USAID employees attending and a justification for each; and the number of other USAID-funded participants (e.g., institutional contractors);
4. The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;
5. If meals will be provided to local employees (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and
6. A certification that strict fiscal responsibility has been exercised in making decisions regarding conference expenditures, the proposed costs are comprehensive and represent the greatest cost advantage to the U.S. Government, and that the proposed conference representation has been limited to the minimum number of attendees necessary to support the Agency's mission.

#### **H.40 FRAUD REPORTING**

The Contractor is required to report on indications of fraud in host-country institutions or other matters that could reasonably be expected to be of foreign policy interest to the U.S. Government's development and stabilization efforts. Corruption, real or perceived, may critically impact USAID programming objectives as might other knowledge the Contractor acquires in its normal course of business. This clause must not be construed to require the Contractor to conduct investigation for such information outside of its normal business practices or to report on matters not directly or indirectly related to USAID programming or the proper use of U.S. Government funds. In the event awardee has special non-disclosure requirements or confidentiality requirements (such as prevalent in the legal and banking industries), or Contractor determines such reporting would conflict with applicable laws, Contractor must include a proposal to obtain any necessary waivers from the applicable host-country institution allowing such reporting to the maximum extent possible. Reports under this requirement must be submitted as a deliverable under the award.

## **H.42 VETTING**

### **I. Vetting**

The contractor must comply with the requirements of Mission Order 201.05 and any of its supplements.

### **II. Certification Regarding Provision of Support to Persons Engaged in Terrorism**

Certification Regarding Provision of Support to Persons Engaged in Terrorism

- (a) By entering into this contract, the contractor certifies, to the best of its knowledge and belief that:
  - 1. The Contractor, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.
  - 2. The following steps may enable the Contractor to comply with its obligations under paragraph 1:
    - (a) Before providing any material support or resources to an individual or entity, the Contractor will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website : <http://www.instantofac.com/>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Contractor.
    - (b) Before providing any material support or resources to an individual or entity, the Contractor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Osama Bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Contractor should refer to the consolidated list available online at the Committee's website: <http://www.un.org/sc/committees/1267/consolist.shtml>.
    - (c) Before providing any material support or resources to an individual or entity, the Contractor will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
    - (d) The Contractor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
  - 3. For purposes of this Certification:

- (a) "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment. Facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."
- (b) "Terrorist act" means-
  - i) An act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.ia.i.org/English/Terrorism.asp>); or
  - ii) An act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or
  - iii) Any other act intended to cause death or serious bodily injury)' to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
- (c) "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
- (d) References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Contractor has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- (e) The Contractor's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Contractor that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Contractor has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- (f) By entering into this contract, the Contractor acknowledges that it has a continuing obligation and shall notify the Contracting Officer within 72 hours in writing if it has intentionally or unintentionally taken any actions that have the result and effect of being inconsistent with the certification in subsection (a) of this clause.
- (g) The certification in paragraph (a) of this provision and the requirement to update the contracting officer as to a change in status as set forth in paragraph (b) are material representations upon which reliance was placed when making award. If it is later determined that the Contractor knowingly rendered an erroneous certification, or did not notify the contracting officer in writing of a change in such certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract for default.

### **III. Restrictions on certain foreign purchases (June 2008)**

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFACs implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at [http:// www.treas.gov/offices/enforcement/ofac/sdn](http://www.treas.gov/offices/enforcement/ofac/sdn). More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at [http:// www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac).
- (c) The Contractor shall insert this clause, including this paragraph (c), in all sub-contracts.
- (d) Before awarding any grant or similar instrument, the Contractor/Recipient shall obtain from the proposed sub-awardee the certification required under USAID's Acquisition and Assistance Policy Determination 04-14 (AAPD 04-14), "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2).

## **H.42 OPEN DATA**

In accordance with Executive Order of May 9, 2013, Making Open and Machine Readable the New Default for Government Information, all information collected or created under this project will support downstream information processing and dissemination activities, including using machine readable open formats, data standards and common core and extensible metadata. This data will be easy find, accessible, and usable on the external USAID website.

## **H.43 ENVIRONMENTAL COMPLIANCE**

The contractor must comply with 22 CFR 216 requirements, the Initial Environmental Examination Recommendations and Afghan environmental laws and regulations. See Attachment J.11.

### Environmental Mitigation and Monitoring Plan (EMMP)

- 1) 1a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/who-we-are/agency-policy/series-200>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. The contractor's environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this contract.
- 1b) In addition, the contractor/recipient must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and

USAID regulations, the latter shall govern.

- 1c) No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as “approved Regulation 216 environmental documentation.”)
- 2) An Initial Environmental Examination (IEE) [see Attachment J.11 has been approved for the program funding this contract. The IEE covers activities expected to be implemented under this contract. USAID has determined that, depending on the specific activity proposed and implemented, both a **Categorical Exclusion** and a **Negative Determination with conditions** may apply. This indicates that for those activities falling under the determination of a Categorical Exclusion, if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. For any proposed activities determined to have a Negative Determination with Conditions, there could be a limited potential impact on the environment. In this case, the contractor will ensure that appropriate plans are developed which abide by environmental standards and best industry practices for monitoring and mitigation plans. The contractor will be responsible for implementing all IEE conditions pertaining to the activities to be funded under this contract.
- 3)
  - 3a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Cognizant Technical Officer and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, must review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.
  - 3b) If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it must prepare an amendment to the documentation for USAID review and approval. No such new activities must be undertaken prior to receiving written USAID approval of environmental documentation amendments.
  - 3c) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation must be halted until an amendment to the documentation is submitted and written approval is received from USAID.
- 4) When the approved Regulation 216 documentation is (1) an IEE that contains one or more Negative Determinations with conditions and/or (2) an EA, the contractor must:
  - 4a) Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the contractor must prepare an EMMP or M&M Plan describing how the contractor must, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan must include monitoring the implementation of the conditions and their effectiveness.
  - 4b) Integrate a completed EMMP or M&M Plan into the initial work plan.
  - 4c) Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any



necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.

- 5) 5a) Cost and technical proposals must reflect IEE or EA preparation costs and approaches.
- 5b) Contractor will be expected to comply with all conditions specified in the approved IEE and/or EA.
- 5c) If an IEE, as developed by the contractor and approved by USAID, includes a Positive Determination for one or more activities, the contractor will be required to develop and submit an EA addressing these activities.

#### **H.44 ADS 302.3.5.21 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)**

a) Definitions

“USAID Implementing Partner Notices (IPN) Portal for Acquisition (“IPN Portal”)” means the single point where USAID posts universal bilateral modifications, which can be accessed electronically by registered USAID contractors. The IPN Portal is located at <https://sites.google.com/site/ipnforacquisitions/>.

“IPN Portal Administrator” means the USAID official designated by the M/OAA Director, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Acquisition.

“Universal bilateral modification” means modifications such as those that update or incorporate new FAR or AIDAR clauses, other terms and conditions, or special requirements that affect all awards or a class of awards as specified in the Agency notification of such terms and conditions or special requirements.

- b) By submission of an offer and execution of a contract, the Offeror/Contractor acknowledges the requirement to:

- (1) Register with the IPN Portal if awarded a contract resulting from this solicitation, and
- (2) Receive universal bilateral modifications to this contract and general notices via the IPN Portal.

- c) Procedure to register for notifications.

Go to: <https://sites.google.com/site/usaidipnforacquisitions/> and click the “Register” button at the top of the page. Contractor representatives must use their official organization email address when subscribing, not personal email addresses.

d) Processing of IPN Portal Modifications

The contractor may access the IPN Portal at any time to review all IPN Portal modifications; however, the system will also notify the contractor by email when the USAID IPN Portal Administrator posts a universal bilateral modification for contractor review and signature. Proposed

IPN Portal modifications distributed via the IPN Portal are applicable to all awards, unless otherwise noted in the proposed modification.

Within 15 calendar days from receipt of the notification email from the IPN Portal, the contractor must do one of the following

- (1) (a) verify applicability of the proposed modification for their award(s) per the instructions provided with each modification; (b) download the modification and incorporate the following information on the SF30 form: contract number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed modification (by email or hardcopy) to the CO for signature. The contractor must not incorporate any other changes to the IPN Portal modification. Bilateral modifications provided through the IPN Portal are not effective until the both the contractor and the CO sign the modification;
- (2) Notify the Contracting Officer in writing if the modification requires negotiation of additional changes to terms and conditions of the contract; or
- (3) Notify the Contracting Officer that the contractor declines to sign the modification.

Within 30 calendar days of receipt of a signed modification from the contractor, the CO must provide the fully executed modification to the contractor or initiate discussions with the contractor.

#### **H.45. ELECTRONIC PAYMENTS SYSTEM**

1. Definitions:

- a. “Cash Payment System” means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.
  - b. “Electronic Payment System” means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.
2. The contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subcontractors, or grants under contracts, where applicable.
3. Exceptions. The contractor is allowed the following exceptions, provided the contractor documents its contract file with the appropriate justification:
- a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.

- b. Cash payments made to payees where the contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
  - c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants Under Contracts for less than \$3000, when payment through an electronic payment system is not reasonably available.
  - d. The contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the contractor's written justification, which provides a basis and cost analysis for the requested exception.
4. More information about how to establish, implement, and manage electronic payment methods is available to contractors at <http://solutionscenter.nethope.org/programs/c2e-toolkit>."

#### **H.46 ADS 302.3.5.22 Submission of Datasets to the Development Data Library (DDL) (October 2014)**

(a) Definitions. For the purpose of submissions to the DDL:

(1) "Dataset" is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 "Submission Requirements for Development Experience Documents").

(2) "Intellectual Work" includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the contractor under the award, whether published or not. The term does not include the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

(b) Submissions to the Development Data Library (DDL)

(1) The Contractor must submit to the Development Data Library (DDL), at [www.usaid.gov/data](http://www.usaid.gov/data), in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.

(2) Unless otherwise directed by the Contracting Officer (CO) or the Contracting Officer Representative

(COR), the contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The contractor must also provide to the COR an itemized list of any and all DDL submissions.

The contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the contractor must submit a notice to the DDL by following the instructions at [www.usaid.gov/data](http://www.usaid.gov/data), with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

(3) The contractor must submit the Datasets following the submission instructions and acceptable formats found at **[www.usaid.gov/data](http://www.usaid.gov/data)**.

(4) The contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.

(5) The contractor must not submit classified data to the DDL.

**[END OF SECTION H]**

## PART II

### SECTION I - CONTRACT CLAUSES

#### I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

<http://acquisition.gov/far/index.html>

[http://www.usaid.gov/sites/default/files/documents/1868/aidar\\_0.pdf](http://www.usaid.gov/sites/default/files/documents/1868/aidar_0.pdf)

#### I.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" as follows:

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
<b>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</b>		
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-14	DISPLAY OF HOTLINE POSTER(S)	DEC 2007
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	CONTRACTOR REGISTRATION	CENTRAL JULY 2013

52.204-9	IDENTIFICATION VERIFICATION OF	PERSONAL
	CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING SUBCONTRACT AWARDS	JUL 2013
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER	DEC 2012
	MAINTENANCE	
52.204-13	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
	MAINTENANCE	
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST	AUG 2013
	WHEN SUBCONTRACTING WITH CONTRACTORS	
	DEBARRED, SUSPENDED, OR PROPOSED FOR	
	DEBARMENT	
52.215-2	AUDIT AND RECORDS – NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT	OCT 1997
	FORMAT	
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR	AUG 2011
	PRICING DATA	
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR	AUG 2011
	PRICING DATA – MODIFICATIONS	
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 2010
52.215-13	SUBCONTRACTOR COST OR PRICING DATA -	OCT 2010
	MODIFICATIONS	
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR	JUL 2005
	POSTRETIREMENT BENEFITS (PRB) OTHER THAN	
	PENSIONS	
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR	OCT 2010
	INFORMATION OTHER THAN COST OR PRICING	
	DATA – MODIFICATIONS	
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2013
52.216-25	CONTRACT DEFINITIZATION	OCT 2010
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2014
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL 2013
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS	JUL 2013
	PARTICIPATION PROGRAM –	
	DISADVANTAGED STATUS AND REPORTING	
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR	FEB 1997
	DISPUTES	
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JULY 1990
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH	JUN 1998
	DISABILITIES	

52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-41	SERVICE CONTRACT ACT OF 1965	NOV 2007
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 2014
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY 2014
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG 2013
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA – ALTERNATE I	JAN 1997
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY 1995
52.223-18	ENCOURGING CONTRACTOR POLICIES TO BEN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.224-1 1984	PRIVACY ACT NOTIFICATION	APR
52.224-2 1984	PRIVACY ACT	APR
52.225-1	BUY AMERICA ACT – SUPPLIES	MAY 2014
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTION RELATING TO IRAN-REPRESENTATION AND CERTIFICATION	DEC 2012
52.227-14	RIGHTS IN DATA-GENERAL	MAY 2014
52.228-3	WORKERS’ COMPENSATION INSURANCE (DEFENSE)	JUL 2014
52.228-7 1996	INSURANCE – LIABILITY TO THIRD PERSONS	MAR
52.229-8 1990	TAXES – FOREIGN COST-REIMBURSEMENT	MAR
52.230-3 2014	CONTRACTS DISCLOSURE AND CONSISTENCY OF COST	MAY
52.230-4 2014	ACCOUNTING PRACTICES DISCLOSURE AND CONSISTENCY OF COST	MAY
52.230-6 2010	ACCOUNTING PRACTICES—FOREIGN CONCERNS ADMINISTRATION OF COST ACCOUNTING	JUN
52.232-17	STANDARDS INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984

52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-25	PROMPT PAYMENT	JUL 2013
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CONTRACTOR REGISTRATION	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	MAY 2014
52.233-2	SERVICE OF PROTEST	SEP
2006		
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I	JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN
1997		
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER	AUG 1989
52.243-2	CHANGES—COST-REIMBURSEMENT	AUG
1987		
	ALTERNATE II	APR 1984
52.244-2	SUBCONTRACTS	OCT 2010
52.244-5	COMPETITION IN SUBCONTRACTING	DEC
1996		
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL
2014		
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.246-25	LIMITATION OF LIABILITY—SERVICES	FEB 1997
52.247-64	PREFERENCE FOR PRIVATELY OWNED US FLAG COMMERCIAL VESSELS	FEB 2006
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
---------------	--------------	-------------

**AIDAR (48 CFR Chapter 7)**

752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.227-14	RIGHTS IN DATA-GENERAL	OCT 2007
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.229-70	FEDERAL, STATE AND LOCAL TAXES	



752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES	OCT 1998
752.245-70	GOVERNMENT PROPERTY—USAID REPORTING REQUIREMENTS	
752.247-70	PREFERENCE FOR PRIVATELY OWNED US-FLAG COMMERCIAL VESSELS	OCT 1996
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7021	CHANGES IN TUITION AND FEES	APR 1984
752.7022	CONFLICTS BETWEEN CONTRACT AND CATALOG	APR 1984
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7030	INSPECTION TRIPS BY CONTRACTOR'S OFFICERS AND EXECUTIVES	APR 1984
752.2032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	APR 2014
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

### **I.3 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)**

(a) *Definitions.* As used in this clause—

“Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

“Full cooperation”—

- (1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;
- (2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—
  - (i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or
  - (ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and
- (3) Does not restrict a Contractor from—
  - (i) Conducting an internal investigation; or
  - (ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

“United States,” means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.*

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

- (i) Have a written code of business ethics and conduct; and
- (ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

- (i) Exercise due diligence to prevent and detect criminal conduct; and
- (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor’s disclosure as confidential where the information has been marked “confidential” or “proprietary” by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, [5 U.S.C. Section 552](#), without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization’s jurisdiction.

(iii) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR [2.101](#). The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor’s standards and procedures and other aspects of the Contractor’s business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual’s respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor’s principals and employees, and as appropriate, the Contractor’s agents and subcontractors.

- (2) An internal control system.
- (i) The Contractor's internal control system shall—
    - (A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and
    - (B) Ensure corrective measures are promptly instituted and carried out.
  - (ii) At a minimum, the Contractor's internal control system shall provide for the following:
    - (A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.
    - (B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.
    - (C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—
      - (1) Monitoring and auditing to detect criminal conduct;
      - (2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
      - (3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.
    - (D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.
    - (E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.
    - (F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title [18 U.S.C.](#) or a violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).
      - (1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
      - (2) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.
      - (3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.
      - (4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.
    - (G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.
- (d) *Subcontracts.*
- (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

#### **I.4 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)**

- (a)(1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <https://www.acquisition.gov>.
- (a)(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.
- (b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the contractor revises them.
- (3) (i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.
- (ii) As required by section 3010 of Public Law 111-212, all information posted In FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

#### **I.5 52.216-8 FIXED FEE (JUN 2011)**

- a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.
- b) Payment of the fixed fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

#### **I.6 52.217-2 CANCELLATION UNDER MULTIYEAR CONTRACTS (OCT 1997)**

- (a) "Cancellation," as used in this clause, means that the Government is canceling its requirements for all

supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer—

(1) Notifies the Contractor that funds are not available for contract performance for any subsequent program year; or

(2) Fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.

(b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.

(c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.

(d) The cancellation charge will cover only—

(1) Costs—

(i) Incurred by the Contractor and/or subcontractor;

(ii) Reasonably necessary for performance of the contract; and

(iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and

(2) A reasonable profit or fee on the costs.

(e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date—

(1) Of notification of the nonavailability of funds; or

(2) Specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.

(f) The Contractor's claim may include—

(1) Reasonable nonrecurring costs (see [Subpart 15.4](#) of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;

(2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;

(3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and

(4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.

(g) The claim shall not include—

(1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;

(2) Any cost already paid to the Contractor;

(3) Anticipated profit or unearned fee on the canceled work; or

(4) For service contracts, the remaining useful commercial life of facilities. "Useful commercial life" means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

(h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.

(i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

(End of clause)

#### **I.7 52.217-8 OPTION TO EXTEND SERVICES (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days from the completion date of the contract.

#### **I.8 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)**

(a) *Definitions.* As used in this clause— “Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.
- (c) *Contractor requirements.* The Contractor shall—
  - (1) Notify its employees of—
    - (i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and
    - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
  - (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.
- (d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—
  - (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
  - (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.
- (e) *Remedies.* In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—
  - (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
  - (2) Requiring the Contractor to terminate a subcontract;
  - (3) Suspension of contract payments;
  - (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
  - (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
  - (6) Suspension or debarment.
- (f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.
- (g) *Mitigating Factor.* The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State’s Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

(End of clause)

#### **I.9 AIDAR 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD (JUN 1993)**

- (a) The Contractor agrees that, if after award it discovers either an actual or potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.
- (b) The Contracting Officer shall provide the contractor with written instructions concerning the conflict. USAID reserves the right to terminate the contract if such action is determined to be in the best interests of the Government.

#### **I.10 COMMUNICATIONS PRODUCTS (OCT 1994)**

- a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.
- b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions are attached.
- c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:
  - 1) All communications materials funded by operating expense account funds;
  - 2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout, and production costs.
  - 3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and
  - 4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.
- d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

#### **I.11 AIDAR 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)**

- a) The contractor shall prepare and submit progress reports as specified in the Schedule of this contract. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representative when evaluating the contractor's performance.
- b) During any delay in furnishing a progress report required under this contract, the Contracting Officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the Contracting Officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

#### **I.12 AIDAR 752.7006 NOTICES (APR 1984)**

Any notice given by any of the parties hereunder shall be sufficient only if in writing and delivered in person or sent by telegraph, cable, or registered or regular mail as follows:



To USAID: Administrator, U.S. Agency for International Development, Washington, D.C. 20523-0061. Attention: Contracting Officer (the name of the cognizant Contracting Officer with a copy to the appropriate Mission Director).

To Contractor: At Contractor's address shown on the cover page of this contract, or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder shall be effective when delivered in accordance with this clause or on the effective date of the notice, whichever is later.

#### **I.13 AIDAR 752.7008 USE OF GOVERNMENT FACILITIES OR PERSONNEL (APR 1984)**

- (a) The Contractor and any employee or consultant of the Contractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services specified in the contract, unless the use of Government facilities or personnel is specifically authorized in the contract, or is authorized in advance, in writing, by the Contracting Officer.
- (b) If at any time it is determined that the Contractor, or any of its employees or consultants have used U.S. Government facilities or personnel without authorization either in the contract itself, or in advance, in writing, by the Contracting Officer, then the amount payable under the contract shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the Contractor, as determined by the Contracting Officer.
- (c) If the parties fail to agree on an adjustment made pursuant to this clause, it shall be considered a dispute, and shall be dealt with under the terms of the clause of this contract entitled "Disputes".

#### **I.14 AIDAR 752.7025 APPROVALS (APR 1984)**

All approvals required to be given under the contract by the Contracting Officer or the Mission Director shall be in writing and, except when extraordinary circumstances make it impracticable, shall be requested by the Contractor sufficiently in advance of the contemplated action to permit approval, disapproval or other disposition prior to that action. If, because of existing conditions, it is impossible to obtain prior written approval, the approving official may, at his discretion, ratify the action after the fact.

#### **I.15 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008)**

(a) Requirements for Voluntary Sterilization Program. None of the funds made available under this contract shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

(b) Prohibition on Abortion-Related Activities.

(1) No funds made available under this contract will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about

all pregnancy options.

(2) No funds made available under this contract will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

(c) The contractor shall insert this provision in all subcontracts.

(End of clause)

**[END OF SECTION I]**

**PART III**  
**SECTION J – LIST OF ATTACHMENTS**

- J.1: MISSION ORDER 201.05**
- J.2: PARTNER INFORMATION FORM**
- J.3: SF – LLL DISCLOSURE OF LOBBYING ACTIVITIES**
- J.4: CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET**
- J.5: SF – 1034 PUBLIC VOUCHER**
- J.6: MISSION LOCAL COMPENSATION PLAN**
- J.7: REGISTRATION AND TAX EXEMPTION GUIDANCE**
- J.8: SECURITY PLAN GUIDANCE**
- J.9: MANDATORY BUDGET SHEET TEMPLATE**
- J.10: PAST PERFORMANCE INFORMATION SHEET**
- J.11: INITIAL ENVIRONMENTAL EXAMINATION**

**USEFUL LINKS:**

- 1. US AGENCY FOR INTERNATIONAL DEVELOPMENT: <http://www.usaid.gov>
- 2. USAID AUTOMATED DIRECTIVES SYSTEM (ADS): [www.usaid.gov/pubs/ads](http://www.usaid.gov/pubs/ads).
- 3. SF-1034 FORM (VOUCHER FOR PUBLIC SERVICES OTHER THAN PERSONAL):  
<http://www.usaid.gov/sa/usaid/sf1034.pdf>

**[END OF SECTION J]**

**PART IV**  
**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

<http://acquisition.gov/far/index.html>

NUMBER	TITLE	DATE
<b>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</b>		
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS – REPRESENTATION	MAY 2011
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	SEP 2010
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN – REPRESENTATION AND CERTIFICATION	DEC 2012

**K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2007)**

(a) Definitions. As used in this provision-- "Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL (Attachment J.6), Disclosure of Lobbying Activities, to provide the

name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) **Penalty.** Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

### **K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

a) *Definitions.*

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

b) *All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) [4.904](#), the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.*

c) *The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror’s relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror’s TIN.*

d) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(f) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.4 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012)**

**ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2014)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.
- (2) The small business size standard is \$10 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
  - ☐ (i) Paragraph (d) applies.
  - ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
  - (i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-
    - (A) The acquisition is to be made under the simplified acquisition procedures in Part [13](#);
    - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
    - (C) The solicitation is for utility services for which rates are set by law or regulation.

- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include provision at [52.204-7](#), System for Award Management.
- (iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
  - (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
  - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- (xii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

- (xiv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
- (xvi) [52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).
  - (A) If the acquisition value is less than \$25,000, the basic provision applies.
  - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
  - (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
  - (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xvii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).
- (xviii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
- (xix) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xx) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to-
  - (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
  - (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

- ☐ (i) [52.219-22](#), Small Disadvantaged Business Status.
  - ☐ (A) Basic.
  - ☐ (B) Alternate I.
- ☐ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
- ☐ (iii) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.
- ☐ (iv) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.



- ☐ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- ☐ (vi) [52.227-6](#), Royalty Information.
- ☐ (A) Basic.
- ☐ (B) Alternate I.
- ☐ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause No.	Title	Date	Change
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

#### **K.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)**

(a) Definitions. As used in this provision-

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means-

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a

division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

**K.6 FAR 52.209-XX REPRESENTATION BY CORPORATION REGARDING A DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION (Deviation OAA-DEV-14-02c) (August 2014)**

(a) In accordance with section 7073 of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) "Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government"; or

(2) Has any "unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an

agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”.

For the purposes of section 7073, it is USAID’s policy that no award may be made to any corporation covered by (1) or (2) above, unless the M/OAA Compliance Division has made a determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror Representation:

(1) The Offeror represents that it is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) The Offeror represents that it is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

**K.7 52.215-6 PLACE OF PERFORMANCE. (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance

Name and Address of Owner and Operator of the

(Street Address, City, State, County, Zip Code)

Plant or Facility if Other than Offeror or Respondent

\_\_\_\_\_  
\_\_\_\_\_

**K.8 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS (DEC 2012)**

(a) Definitions. As used in this provision-

Person-

(1) Means-

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer,

underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology-

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror-

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

**K.9 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

**K.10 52.225-2 BUY AMERICAN CERTIFICATE (MAY 2014)**

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

- (b) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*(List as necessary)*

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part [25](#) of the Federal Acquisition Regulation.

**K.11 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. Disclosure Statement -- Cost Accounting Practices and Certification**

- (a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of

the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

\* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

\* (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

\* (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

\* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime

contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

### **K.12 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)**

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked "Yes" above, the offeror shall—

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

### **K.13 INSURANCE - IMMUNITY FROM TORT LIABILITY**

The offeror represents that it ☐ is, ☐ is not a State agency or charitable institution, and that it ☐ is not immune, ☐ is partially immune, ☐ is totally immune from tort liability to third persons.

(End of provision)

**K.14 SIGNATURE**

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. \_\_\_\_\_

Offer/Proposal No. \_\_\_\_\_

Date of Offer \_\_\_\_\_

Name of Offeror \_\_\_\_\_

Typed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**[END OF SECTION K]**



## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 entitled "SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)" in Section L of this solicitation. The full text of a contract clause may be accessed electronically at: [www.acquisition.gov/far/](http://www.acquisition.gov/far/) and <http://www.usaid.gov/pubs/ads/300/aidar.pdf>

NUMBER	TITLE	DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION - ALTERNATE I	JAN 2004
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.215-22	LIMITATION ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993

### L.3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee (CPFF) completion type contract resulting from this solicitation.

### L.4 FAR 52.233-2 SERVICE OF PROTEST (SEPT 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mailing Address:	Hand-Carried Address:
Mr. Aaron Ruble Contracting Officer DOS/USAID 6180 Kabul, Place Dulles, VA 20189	Mr. Aaron Ruble Contracting Officer USAID/OAA Great Masood Road Kabul, Afghanistan
Electronic Address:	
Mr. Aaron Ruble Contracting Officer aruble@state.gov	

REF: SOL-306-15-000014-USAID/Afghanistan, "Promote Scholarship"

A copy of the protest shall also be sent to William Buckhold, Asst. General Counsel via fax 202-216-3058 or addressed as follows

Mr. William Buckhold  
Asst. General Counsel  
USAID, GC/LE  
1300 Pennsylvania Ave. N.W. 6.06-071  
Washington, D.C. 20523-3058

- (b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

## **L.5 GENERAL INSTRUCTIONS TO OFFERORS**

(a) Award: USAID anticipates awarding one contract resulting from this solicitation. USAID reserves the right to award less or more awards than anticipated above.

(b) RFP Instructions: Proposals must be submitted in accordance with Section L. If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be down-graded and not receive full or partial credit under the applicable evaluation criteria.

If an offer does not understand the instructions in this solicitation, then it should write to the Contracting Officer for clarification sufficiently in advance of the deadline for the receipt of proposals in order to obtain an answer in time to meet the deadline.

(c) Accurate and Complete Information: Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

(d) Pre-award Survey. USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the prime Contractor's financial condition, business and personnel procedures, etc.; and (3) site visits to the prime Contractor's institution.

(e) Offer Acceptability: The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract:

(1) Completion of Standard Form 33, Blocks 12 through 18 (offerors are requested to extend their offer validity to 120 days in block 12);

(2) Completion of the "Representations, Certifications, and Other Statements of Offerors" in Section K per Section L.5; and

(3) Submission of information required by Section L or any other section of this RFP. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract.

Offerors shall follow the instructions contained in this RFP and supply all information and signature/certifications, as required

(f) Proposal Preparation Costs: The U.S. Government will not pay for any proposal preparation costs.

## **L.6 PROPOSAL SUBMISSION**

Offerors must submit their proposals via email to [aruble@state.gov](mailto:aruble@state.gov) and [meburgos@state.gov](mailto:meburgos@state.gov) no later than **0800 Kabul time, March 17, 2015**. Receipt time is when the proposal is received by the USAID internet server. If a proposal is received on time by at least one of the email addresses above, it will be considered timely. A proposal must be received by the Government by the due date for it to be considered. Late proposals will not be considered. The proposal must be accompanied by a cover letter typed on official organizational letterhead and signed by a person who has signatory authority for the organization. The cover letter shall be in Adobe PDF format. Total email size cannot exceed 5 MB. All attachments must be in MS Word, Adobe PDF, or MS Excel readable format. **OFFERORS MUST NOT SUBMIT ZIPPED FILES.**

If you send your application by multiple emails, please indicate in the subject line of the email whether the email relates to the technical or cost proposal, and the desired sequence of multiple emails (if more than one is sent) and of attachments (e.g. "no. 1 of 4", etc.). Our preference would be that each technical and each cost proposal be submitted as a single email attachment, e.g. that you consolidate the various parts of a technical proposal into a single document before sending it.

For Section K, offerors shall comply with FAR Clause 52.204-7, System for Award Management and complete the annual representations and certifications electronically via the Online Representations and Certifications and other Statements of Offerors website at [www.sam.gov](http://www.sam.gov).

The proposal shall be prepared in two separate parts: the Technical Proposal shall address technical aspects, only, while the Business (Cost) Proposal shall present the price and address related issues such as past performance and responsibility. Proposals must be signed by an official who is authorized to bind the entire organization.

The Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

The issuance of this solicitation does not in any way obligate the US Government to award a contract nor does it commit the U.S. Government for pay for costs incurred in the preparation and submission of a proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government.

All questions and requests for clarification must be received by the date and time and by the contacts indicated on the cover page of the RFP. The written requests for clarifications/questions must contain a subject line, sample: "ABXY, Inc. SOL-306-15-000014– USAID/Afghanistan: "Promote Scholarship".

## **L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL**

Technical proposals are limited to **50 pages** (Any pages beyond these fifty will NOT be given to the evaluators). Technical proposals shall be written in English on 8.5" x 11" paper and typed using 11 point font size with each page numbered consecutively. Proposals must be legible and require **no** magnification.

Not included in this page limitation are the following:

- Cover letter submitted with the proposal which is limited to 2 pages;
- Table of contents;
- CVs of key personnel which are limited to 2 pages each; and

**The technical proposal must be organized according to the evaluation factors in Section M (i.e. the proposal must have three main sections) and must address all evaluation factors in Section M.**

The **Technical Approach for Scholarship Program** section must demonstrate how the offeror will implement the scholarship program and meet the associated requirements of Section C. At a minimum, the offeror must address the following:

- Describe the selection and screening process to be used, including selection criteria and proposed panel participants.
- Describe what the offeror's scholarship program will provide and how it will work with regards to the minimum components in Section C.6.7.
- Describe how the offeror will ensure proper housing is provided to scholarship recipients.
- Describe the process for determining which universities students will attend and how final decisions will be communicated.
- Provide a list of both in-country and non in-country universities the offeror will partner with.
- Discuss criteria for continuation of scholarships and how progress will be monitored and failure dealt with.
- Describe approach for addressing the non-financial barriers that scholarship recipients might face in attending post-secondary school.

The **Technical Approach for Building Local NGO Capacity** section must demonstrate how the offeror will build the capacity of the local NGO, transition the responsibility of the program to the NGO per the requirements of Section C, and ensure the NGO's sustainability. At a minimum, the offeror must address the following:

- Submit a plan which identifies how capacity will be built and how the project responsibility will transition to the local NGO by beginning of year three.
- Identify the NGO to be used and detail its current capacity.
- The methodology for building capacity must address institutional strengthening such as strategic management, financial management, project management, internal governance, monitoring and evaluation, and communications and partnerships.

The **Past Experience and Institutional capacity** section must demonstrate the amount and quality of previous work related to the requirements in Section C the offeror has successfully completed, specifically work related to implementing a scholarship program and capacity building of local NGOs.

## **L.8 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL**

There is no limit on the number of pages in the cost proposal, except as otherwise stated below. The Cost/Business Proposal must contain the following components in the order set forth below:

### **(a) Part 1 - Standard Form (SF) 33**

The offeror must submit the cover page (Section A) of this Solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with blocks 12 through 18 completed, with an original signature of a person authorized on behalf of the Offeror to sign the offer.

## **(b) Part 2 - Proposed Costs**

### **(1) General**

(i) The offeror shall provide a complete budget, including the budgets for each subcontractor, by cost element utilizing the provided budget template titled which is in Attachment J.9. **All formulas must be displayed and the budget must not be locked.** The estimated cost range for this contract is \$16,000,000 to \$19,000,000 for the period of performance. The offeror must propose costs that it believes are realistic and reasonable for the work in accordance with the offeror's technical approach. For the scholarship cost element, the offeror must provide a breakdown by number, type, and what university.

(ii) The offeror shall provide a narrative discussing the different cost elements to adequately justify the total estimated cost. Any assumptions should be clearly stated. The information in the narrative should be in sufficient detail to allow a complete analysis. This should include a complete breakdown of cost elements associated with each line item and those costs associated with any proposed subcontract or sub grant. The cost information shall include the basis of each and every cost, (e.g., current salaries, vendor quotes, market surveys, historical experience, etc.) including the fee. Under Other Direct Costs, international travel should be identified separately and broken down by destination, number of trips, and number of travelers. The amount of fixed fee proposed should include the rationale for the proposed amount.

### **(2) Indirect Cost Information**

(i) The offeror shall include a complete copy of its most current Negotiated Indirect Cost Rate Agreement (NICRA) or other documentation from its cognizant Government Audit Agency, if any, stating the most recent final indirect cost rates. The proposal shall also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.

(ii) If the offeror does not have a NICRA, audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Contractor is a newly-formed organization), must be included in the proposal. The profit and loss statements should detail the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented with information on the offeror's customary indirect cost allocation method together with supporting computations of the basis for the indirect cost rate(s) proposed.

(iii) The indirect cost information requirements of (i) and (ii) above are required for each cost-reimbursement time and materials type subcontract.

(iv) The offeror shall propose ceilings on their final indirect cost rates which will be included in Section B.5 at the time of contract award.

## **(c) Part 3 – Security Plan**

The Offeror shall submit a Security Plan and budget as a part of their proposal. The Security Plan shall be based on a credible threat analysis and risk assessment. The plan shall provide a coherent, integrated security plan which demonstrates that the Offeror has undertaken a thoughtful review of their security needs and includes analysis of the various elements of a security system showing how threats will be mitigated. The security budget shall delineate and justify for reasonableness all costs. The budget shall be complete and include comprehensive budget notes. The Security Plan and budget shall also include a

point of contact to answer questions or provide clarifications regarding security. The Offeror is encouraged to acquire professional advice from an expert of its choosing to assist in establishing an overall security plan/system.

**(d) Part 4 - Evidence of Responsibility:**

**Limited to 3 pages**, the offeror must submit sufficient evidence of responsibility for the contracting officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. However, in the case of a small business Offeror, the Contracting Officer will comply with FAR 19.6. The offeror must address each element of responsibility below. To be determined responsible, a prospective Contractor must:

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));
- (2) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
- (3) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective Contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;
- (4) Have a satisfactory record of integrity and business ethics;
- (5) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective Contractor and subcontractors).(See FAR 9.104-3(a));
- (6) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)); and
- (7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).

**(e) Part 5 – Past Performance**

Past performance shall be evaluated according to Section M. For contracts not in the Past Performance Information Retrieval System (PPIRS), offerors must submit past performance information on all contracts above \$1,000,000 with a period of performance falling within the last five years which involve any work as outlined in Section C. For major subcontractors (those representing more than 10% of the total estimated cost), offerors must submit information on all contracts over \$1,000,000 with a period of performance falling within the last five years which involve any work as outlined in Section C. **Offerors must not submit past performance information for contracts in PPIRS.**

Offerors must use the “Past Performance Information Sheet” (included as Attachment J-12) to submit this information. All applicable fields must be completed. Offerors are advised to inform points of contact that they may be contacted by USAID and asked to provide information regarding performance. Offerors without past performance described above are not prohibited from submitting proposals. Offerors without

relevant past performance shall be evaluated according to Section M.3 of this RFP.

The Government reserves the right to verify the experience and past performance record of cited projects or other recent projects by reviewing PPIRS, other performance reports, or to interview cited references or other persons knowledgeable of the offeror's performance on a particular project. The Government may check any or all cited references to verify supplied information and/or to assess reference satisfaction with performance. Offerors will be provided an opportunity to explain circumstances surrounding less than satisfactory performance reports if not previously provided the opportunity.

**(f) Part 6 - Letters of Commitment (Subcontractors):**

The Cost Proposal must include a letter, on subcontractor letterhead, and signed by an authorized representative of each subcontractor, which specifically indicates the subcontractor's agreement to be included in the Offeror's proposed teaming arrangement. **USAID discourages the use of exclusive agreements as this limits USAID's, and Afghanistan's, ability to receive the best services.**

**(g) Part 7 – Branding and Marking Plan**

Offerors who are determined to be in the competitive range, or the apparent successful offeror should no competitive range be established, shall submit a branding and marking plan which complies with Section D.3. **Offerors do not need to submit a branding and marking plan with their initial proposals.**

**(h) Part 8 – Portions of Section K not Available Online**

Offerors must submit those portions of Section K not available online in this section.

**(i) Part 9 – Employee Biographical Data Sheets for Key Personnel**

Offerors must provide Biographical Data Sheets (Attachment J.1) for all key personnel. Offerors must also include letters of commitment signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve the project.

**(j) Part 10 – Partner Vetting**

Offerors must comply with Mission Order 201.05 (Attachment J.7) and provide the completed USAID Partner Information Form (Attachment J.8) for itself and all subcontractors meeting the thresholds in the Mission Order.

Offerors must also provide "Tashkira" or Government Identification Cards of all named Key Personnel in the Partner Information Form mentioned above.

**(END OF SECTION L)**

## SECTION M – EVALUATION FACTORS FOR AWARD

### M.1 GENERAL INFORMATION

- a) The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- b) Government intends to evaluate proposals in accordance with Section M of this RFP and award to the responsible offeror whose proposal offers the best value, considering both cost and non-cost factors, to the Government.
- c) The submitted technical information will be scored by a technical evaluation committee using the technical criteria shown below. The evaluation committee may include industry experts who are not employees of the Government.
- d) **Weight of Non-cost vs. Cost Factors:** For overall evaluation purposes of this RFP, non-cost factors, when combined, are considered equal to cost factors.

### M.2 TECHNICAL EVALUATION CRITERIA

The evaluation criteria listed below are presented by major category, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular statement of work. These criteria serve as the standard against which all proposals will be evaluated. The criteria are arranged in descending order of importance.

**Technical Approach for Scholarship Program:** The quality of the proposed scholarship program, how well the scholarship program meets the requirements in Section C, and how clearly the offeror describes the program.

**Technical Approach for Building Local NGO Capacity:** The quality of the offeror's approach, including the quality of the proposed NGO and the transition and sustainability plan, and how clearly the offeror describes the approach.

**Past Experience:** The quantity and quality of the offeror's past experience in performing similar work as required in Section C, specifically with regards to implementing a scholarship program and capacity building of NGOs in a developing country.

### M.3 EVALUATION OF PAST PERFORMANCE

Past performance shall be evaluated in accordance with FAR 15.305(a)(2). Past performance shall not be scored and shall be evaluated on a "Satisfactory/Unsatisfactory/Neutral" basis. A "Neutral" score will be given to offerors who have no record of relevant past performance, or who have a record of relevant past performance that is not extensive (Refer to Section L10 for what is considered relevant). Offerors determined to have unsatisfactory past performance shall be ineligible for award. The evaluation shall focus on the following aspects:

- The quality of product or service, including customer satisfaction.
- Timeliness of performance, including adherence to contract schedules and other time sensitive project conditions.



- Ability to control costs.
- Business relations, including the history of professional behavior and overall business-like concern for the customer.
- Management and effectiveness of key personnel.

#### **M.4 COST PROPOSAL EVALUATION**

Each cost proposal will be evaluated but will not be assigned a rating. The Government will evaluate cost proposals in accordance with FAR 15.404

**A cost analysis will not be performed on offerors whose technical proposal is not deemed technically acceptable.**

#### **M.5 DETERMINATION OF COMPETITIVE RANGE**

The competitive range of offerors with whom discussions may be conducted (if necessary) will be determined by the contracting officer pursuant to FAR 15.306 (c). Offerors are advised that, in accordance with FAR 52.215-1, if the contracting officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

#### **M.6 SOURCE SELECTION**

In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors as set forth in this solicitation. This procurement utilizes the tradeoff process set forth in FAR 15.101-1. The contracting officer shall award the contract to the offeror whose proposal represents the best value to the U.S. Government. The contracting officer may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price, and therefore represents the best value to the Government.

**[END OF SECTION M]**